



TERMS AND CONDITIONS OF SALE

ALL TRANSACTIONS ARE GOVERNED BY PRIME AIR'S TERMS AND CONDITIONS OF SALE. ANY PROPOSAL THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM PRIME AIR'S TERMS AND CONDITIONS OF SALE ARE OBJECTED TO AND DISALLOWED.

1. APPLICABLE TERMS AND CONDITIONS. These terms and conditions of sale (these "T&Cs") are the only terms which govern the sale of products/goods and/or services by Air Cost Control ("Prime Air") to the party submitting a purchase order for purchase ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the products/goods and/or services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these T&Cs. The accompanying quote, confirmation of sale, or invoice (the "Sales Confirmation") and these T&Cs comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These T&Cs prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. A purchase order is deemed by Prime Air to be an offer to purchase, which Prime Air may accept or reject in its sole discretion. Prime Air's acceptance is subject to these T&Cs. Additionally, no act by Prime Air, including, without limitation, accepting an order, acknowledging an order, commencing performance and/or fulfillment of an order, shall legally bind Prime Air to Buyer's terms and conditions of purchase, in whole or in part. No failure by Prime Air to object to Buyer's terms and conditions shall constitute a waiver by Prime Air of these T&Cs. No modification to these T&Cs will be binding on Prime Air unless agreed to in writing and signed by an authorized representative of Prime Air.

2. TERMS OF PAYMENT. Credit terms, shipments, deliveries and performance of work are always subject to the approval of an authorized representative of Prime Air. Unless credit is granted, payment is due upon delivery. Buyer shall be responsible for all bank charges. Prime Air will specify on its invoice the date of edition and the terms of payment agreed to with the Buyer. The price of each product is based upon the payment schedule set forth in Prime Air's quotation. Any alternative payment schedule and resulting price change must be approved in writing by Prime Air. All payments for products released and/or shipped on approved credit accounts shall be due in full thirty (30) days from date of invoice unless otherwise agreed in a writing signed by both parties. Buyers' failure to comply with the above shall be regarded as a fundamental breach of contract. Past due balances shall be subject to a service charge of one- and one-half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event of a late payment, any ongoing deliveries to Buyer will be automatically suspended until full payment has been received by Prime Air. In addition, the payment term on any outstanding Buyer invoice(s) will immediately lapse, rendering all outstanding amounts due and payable, without prejudice to any other action Prime Air may take. Buyers shall reimburse Prime Air for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Buyers shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Prime Air, whether relating to Prime Air's breach or

otherwise. Prime Air may waive any default without waiving any prior or subsequent default.

3. ORDERS, QUOTATIONS AND PRICES. Prime Air's prices and quotations for products and services are subject to the following, unless otherwise stated in writing signed by an authorized representative of Prime Air. Following the execution of an agreement between the Buyer and Prime Air, purchase orders can be sent through private internet portals (WEBEDI) or any other electronic data exchange system (EDI). The following terms and conditions shall apply: (1) all purchase orders shall be subject to a written/electronic acknowledgement by Prime Air; and (2) Unless otherwise specified in writing, all price quotations are firm for, and expire, thirty (30) days after their respective dates and constitute offers, provided that, budgetary quotations and estimates. All published prices are subject to change without notice. The total amount charged to Buyer shall be adjusted to include, and Buyer shall be responsible for paying, license fees, customs fees, tariffs, duties, taxes (including without limitation sales, use and similar taxes; other than income taxes based upon Prime Air's income derived from the transactions covered herein), costs of storage, insurance, shipping, special packaging and other customary charges incidental to provision of the products and services provided hereunder. Prices quoted do not include technical data, proprietary rights of any kind, or intellectual property, unless expressly agreed to in writing by Prime Air. Prime Air does not grant, and nothing in these T&Cs shall be construed as granting any license of intellectual property rights.

4. SHIPPING TERMS AND RISK OF LOSS. Except as otherwise agreed in a writing signed by both parties, all shipments are EX WORKS, Prime Air's shipping place (INCOTERMS 2020) with all charges described in Section 3 above at the sole expense and responsibility of Buyer, and risk of loss or damage to products shall pass upon delivery to the transportation company. For products shipped outside the United States and its possessions, title and risk of loss or damage shall pass from Prime Air to Buyer when products are picked up at Prime Air's facility by Buyer's freight forwarder, notwithstanding any shipment terms to the contrary. The foregoing notwithstanding, all delivery/shipment dates provided by Prime Air are estimated dates only. Prime Air shall retain a purchase money security interest in all products, and the proceeds thereof, until Buyer has made payment in full in accordance with the terms hereof. Buyer shall cooperate fully with Prime Air to execute such documents and accomplish such filings and/or recordings as Prime Air may deem necessary for protection of its interests in the products furnished to Buyer.

5. PERFORMANCE; FORCE MAJEURE. Prime Air shall not be liable for any delay in delivery or other performance hereunder which is due to unforeseen circumstances, or to causes beyond its control, including, without limitation, strike, lockout, cyber-attack, riot, war, fire, epidemics, pandemics, government shutdowns, quarantines, act of God, accident, failure or breakdown of components necessary to order completion; supplier, subcontractor or Buyer caused delays; inability to obtain or substantial rises in the prices of labor, materials or manufacturing facilities; curtailment of or failure to obtain sufficient supplies; technical difficulties; or compliance with any governmental law, regulation, or order, including but not limited to U.S. Export Administration Regulations. Provided that any such delay is neither material nor indefinite, performance shall be deemed suspended during and extended for such time as it is so delayed, and thereafter the other party shall accept performance hereunder. Delay in performance shall not be considered material or indefinite unless it exceeds or is reasonably estimated to exceed twelve (12) months.

6. ACCEPTANCE. The furnishing of a product by Prime Air to the Buyer shall constitute acceptance of that product by Buyer, unless notice of nonconformity is received by Prime Air in writing within thirty (30) days of receipt of the product at Buyer's designated receiving address. "Nonconformity" means only the following: (1) products shipped are different than identified in Buyer's purchase order; (2) products shipped are materially defective in manufacture or workmanship; or (3) products' label or packaging incorrectly identifies its contents. As directed by Prime Air, nonconforming products shall be shipped back to Prime Air's facility within thirty (30) days from identifying such nonconformity. Notwithstanding the above, any use of a product by Buyer, its agents, employees, contractors or licensees, for any purpose after its receipt, shall constitute acceptance of the product by Buyer.

7. LIMITED WARRANTY. Buyer agrees to inspect all products promptly after receipt, and waives any claim for nonconformity, for defective products, for defective manufacture or workmanship, for shortage in count, or for any other cause not made within thirty (30) days after receipt of delivery. As to defects which are not discoverable by inspection within thirty (30) days, the following warranty shall apply: (i) with respect to factory new goods, the full OEM certification inclusive of all applicable OEM warranties, (ii) with respect to new surplus goods or tested goods, a 30-day limited warranty, effective from the date of invoice, (iii) with respect to any overhauled or repaired goods, the warranty coverage provided by the FAA Part 145 Repair Station that performed the work, (iv) with respect to tested goods or material where no repairs were undertaken, a 30-day limited warranty, , and (v) with respect to as removed goods, such goods (x) must have been purchased under a pre-approved repair cost cap and serviced by a pre-designated authorized repair station with prior written authorization from Prime Air for any repairs or servicing, or (y) purchased "as-is" for which no warranty or return is available. Notwithstanding anything herein to the contrary, Prime Air will not accept the return of any products after thirty (30) days. All warranty claims for overhauled, serviceable, or new products must be supported by an airline-issued failure report; reports originating from a repair station will not be accepted and will void all warranties. Any breaks, or attempts to break, any safety seals by Buyer or its customer or their respective representatives or affiliates, or any repairs that in any way alter the product will nullify and void all claims, warranties, credits and returns, with no exceptions. With respect to as-removed goods with an agreed-upon repair cap, Seller shall obtain a repair estimate within 30 days (or other mutually-agreed time) and if the repair estimate is equal to or less than the agreed-upon repair cap, Buyer shall retain the goods, and if the repair estimate is greater than the repair cap, Buyer shall be entitled to return the goods to Seller for full credit. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, PRIME AIR MAKES NO OTHER PROMISE, REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PART OR PRODUCT DELIVERED TO BUYER. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Prime Air's obligation and Buyer's sole and exclusive remedy hereunder for any warranty claim (all damages, losses or penalty fees being specifically excluded) will be limited to the repair or replacement of (each in the same quantities), or the reimbursement for nonconforming products, at Prime Air's sole option, and will be conditioned upon Prime Air's receiving written notice of any alleged nonconformity within thirty (30) days after identifying such nonconformity, and return of such product to Prime Air, F.O.B. Prime Air's facility (INCOTERMS 2020),

whereby the risk of return shall be the sole responsibility of the Buyer. Buyer must return the products within fifteen (15) days of receiving a return instruction (RMA) from Prime Air, after this time has passed Prime Air will consider the claim for such product closed and rightfully refuse any return of such product. Any products unjustifiably returned to Prime Air without any nonconformity or without an RMA, as solely determined by Prime Air, shall be subject to a re-stocking fee of 25% of the total amount of the order.

8. ASSIGNMENTS AND TERMINATION. No order accepted by Prime Air may be terminated, cancelled, modified or assigned by Buyer except by mutual agreement in writing signed by both parties. Any attempt to do so without Prime Air's written consent shall be void. In the event of Buyer's termination, with or without Prime Air's consent, for any order accepted by Prime Air and terminated or cancelled by Buyer prior to delivery: (1) Buyer will pay, at applicable contract prices, for all products allocable to Buyer at the time of Prime Air's receipt of notice of termination; (2) Buyer will pay all costs, direct and indirect, which have been incurred by Prime Air with regard to products, plus an amount equal to Prime Air's normal profit thereon; and (3) Buyer will pay a termination charge on all other products affected by the termination. For any order terminated or cancelled by Buyer, Buyer agrees to pay Prime Air an additional charge determined solely by Prime Air to cover lost profits as determined in accordance with the Uniform Commercial Code or other applicable law. Prime Air's normal accounting practices shall be used to determine costs and other charges. Buyer acknowledges and agrees that Prime Air shall have the right, at any time, and from time to time, for credit reasons or because of the occurrence of an event of default or Buyer's default under any other orders or agreements with Prime Air (collectively, "Other Orders"), to withhold shipments in whole or in part hereunder or under Other Orders, and to recall all such products in transit, retake same, and repossess all such products which may be stored with Prime Air for Buyer's account, without the necessity of taking any action and without incurring any liability for exercising its rights hereunder.

9. TITLE. Unless specifically agreed in writing by Prime Air and Buyer, Prime Air is, and shall remain, the sole and exclusive owner of all right, title and interest in all equipment, tools and know-how produced, acquired, or used by Prime Air for these T&Cs, including all intellectual property rights related thereto, including all patents, copyrights, trademarks, and trade secrets.

10. PROPRIETARY INFORMATION. Prime Air and Buyer shall each, during their relationship and thereafter, take all steps reasonably necessary to hold in trust and confidence the others' Proprietary and Confidential Information. "Proprietary and Confidential Information" includes, but is not limited to, technical and business information relating to each party's inventions or products, services, research and development, production, manufacturing processes, costs, profit or margin information, employee skills and salaries, finances, customers, marketing and production and future business plans. These obligations also extend to any third-party proprietary and confidential information disclosed during the relationship.

11. EXPORT CONTROL. Buyer agrees to comply with all applicable export and re-export control laws and regulations, including, without limitation, the U.S. Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and the U.S. International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State. Specifically, Buyer agrees that it will not --

directly or indirectly -- sell, export, re-export, transfer, divert or otherwise dispose of any products, software or technology (including products derived from or based on such technology) received from Prime Air to any destination, entity or person prohibited by the laws or regulations of the United States, the European Union, the United Kingdom, or any other country, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. In the event Buyer fails to adhere to the requirements in this Section 11 or otherwise violates applicable laws, Prime Air shall have the right to unilaterally terminate these T&Cs and any open order and take other appropriate action in response to such breach or violation. Buyer agrees to indemnify and hold Prime Air, its shareholders, officers, directors and affiliates harmless from and against all fines or penalties which may arise because of Buyer's breach or violation. The terms and conditions of this Section 11 shall survive termination or cancellation of these T&Cs.

12. DAMAGES AND LIABILITY. PRIME AIR'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY, SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY PRIME AIR FOR THE GOODS OR PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, RESULTING IN THE LOSS OR DAMAGE CLAIMED. IN NO EVENT SHALL PRIME AIR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS BUT NOT LIMITED TO LOST BUSINESS REVENUE, LOST PROFITS OR COSTS OF DOWNTIME RESULTING FROM PRIME AIR'S PRODUCTS OR SERVICES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

13. INDEMNIFICATION; REMEDIES. IN ALL CASES, BUYER WILL HOLD HARMLESS AND INDEMNIFY Prime Air AGAINST ALL CLAIMS, JUDGMENTS, COSTS AND FEES, INCLUDING REASONABLE ATTORNEY FEES RELATING TO ACTIONS INITIATED AND CLAIMS MADE BY THIRD PARTIES FOR PROPERTY DAMAGE AND PERSONAL INJURIES, INCLUDING DEATH. All of Prime Air's rights and remedies hereunder shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available under applicable law including, without limitation, the right to withhold delivery, stop delivery, resell and recover damages, recover damages for non-acceptance, an action for the price, cancel any invoice, and seek incidental and consequential damages, without giving effect to the limitations set forth in Section 1-106(1) of the UCC, as amended. Failure by Prime Air to exercise any right, remedy or option hereunder or under applicable law, or delay in exercising same, will not operate as a waiver, it being understood that no waiver by Prime Air will be effective unless it is in writing and signed by Prime Air, and then only to the extent specifically stated.

14. DISPUTE RESOLUTION. All disputes, controversies or claims of any kind arising from or in any way related to these T&Cs, to the breach, termination or invalidity hereof, or to the products or service provided herein, shall be settled by final and binding arbitration. Arbitration shall be conducted in Miami under the rules and procedures of the American Arbitration Association and shall be governed by the commercial law of the State of Florida, without reference to its conflict of law principles. The parties hereby expressly disclaim and exclude applicability of the UN Convention on Contracts for the International Sale of Goods. The arbitral tribunal shall not award punitive damages. The prevailing party in such arbitration shall be awarded its reasonable attorneys' fees and costs. THE ARBITRAL TRIBUNAL AWARD SHALL BE FINAL AND BINDING, SHALL BE THE SOLE AND EXCLUSIVE REMEDY REGARDING ANY AND ALL CLAIMS AND

COUNTERCLAIMS PRESENTED, AND MAY NOT BE REVIEWED BY OR APPEALED TO ANY COURT EXCEPT FOR ENFORCEMENT. NO CLAIMS, REGARDLESS OF FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE T&Cs, THE PRODUCTS OR SERVICES FURNISHED BY PRIME AIR, MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED OR PERFORMANCE UNDER THESE T&Cs HAS BEEN COMPLETED OR TERMINATED, WHICHEVER IS EARLIER.

15. INFRINGEMENTS; INTELLECTUAL PROPERTY INDEMNITY. Prime Air makes no representations or warranties as to whether the products furnished by Prime Air hereunder are free from claims of misappropriations of a trade secret or other intellectual or other proprietary rights or if they otherwise infringe or contribute to the infringement of any patents, trademarks, copyrights, trade secrets or other intellectual or other proprietary rights either in the United States of America or any foreign country. Prime Air shall in no way be liable in the event of any such misappropriation or infringement or contribution to infringement.

16. PRODUCT INFORMATION. Information on products and their specifications, their use or their conformity to legal and other requirements is obtained by Prime Air through its suppliers and other information sources, considered reliable. Prime Air recommends that all information on products must be independently validated by Buyer before use. Prime Air disclaims all guarantees, warranties and responsibilities for the information on products, the adaptation to a particular objective or to any violation. All information on products is subject to changes without warning. Prime Air is not responsible for any error or omission contained in the information about a product.

17. INSOLVENCY REPRESENTATION. Buyer hereby represents and warrants to Prime Air that Buyer is not insolvent within the meaning of § 1- 201(23) of the UCC, and Buyer hereby acknowledges that it made this representation to Prime Air immediately prior to the first delivery of products. Prime Air shall remain the fully legally beneficial owner of any products delivered to Buyer until the invoice(s) pertaining to such products are paid in full by the Buyer. It is imperative that all invoices are paid in full by the Buyer, as outlined in Article 2. Any payment default can trigger the reservation of title without warning. If the Buyer makes an assignment for the benefit of creditors, is adjudicated bankrupt or insolvent, has any proceedings commenced against it for reorganization, readjustment of debt, dissolution or liquidation, or has its business wound up, Prime Air shall be entitled to claim back compensation for any losses or damage resulting thereof.

18. INSECURITY. In the event Prime Air, in its sole and absolute discretion, believes that an event of default has occurred or is likely to occur, then reasonable grounds for insecurity shall be deemed to exist and Prime Air shall have the right to demand adequate assurance of due performance.

19. INDEPENDENT CONTRACTOR. It is mutually understood and agreed by Prime Air and Buyer that Prime Air is at all times acting and performing as an independent contractor for the Buyer. Nothing in these T&Cs shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. NOTICES. All notices, receipts or demands of any kind hereunder will be effective (i) when actually delivered (or attempted to be

delivered if rejected) by certified mail or overnight courier to the parties' addresses set forth on the applicable purchase order or any document or agreement delivered in connection with or in furtherance of these T&Cs, or (ii) upon receipt thereof if sent by electronic mail transmission to the parties' email addresses if specified, provided such transmission is promptly confirmed by mail or courier as provided in clause (i) of this Section.

21. NO THIRD-PARTY BENEFICIARIES. These T&Cs is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these T&Cs.

22. WHOLE AGREEMENT; AMENDMENT. These T&Cs (together with any applicable Prime Air quotation incorporated by reference herein) are the final, complete, and exclusive statement of the agreement between Prime Air and the Buyer regarding the subject matter hereof and supersedes all previous and contemporaneous understandings or agreements regarding the same subject matter. These T&Cs may be amended or modified only in writing signed by authorized representatives of both parties.

23. SEVERABILITY; WAIVER. In the event that one or more provisions of these T&Cs is held to be unenforceable, the remaining provisions apply in full, and the invalid or unenforceable provision will be replaced by a provision which lawfully enforces the parties' intention underlying the invalid or unenforceable provision. The waiver by Prime Air of a breach of any provision of these T&Cs by the Buyer must be in writing to be effective and will not operate or be interpreted as a waiver of any other or subsequent breach.

24. COUNTERPARTS. Any instrument to be executed by Prime Air and Buyer may be executed in any number of counterparts, each of which shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.

25. SURVIVAL. Provisions of these T&Cs which by their nature should apply beyond their terms will remain in force after any termination or expiration of these T&Cs.