

TERMS AND CONDITIONS OF SALE

TMG AVIA PRIVATE LIMITED LIABILITY COMPANY

PACELLISTR. 5, 80333 MUNICH, GERMANY | TILTO STR. 12B, 01101 VILNIUS, LITHUANIA

The following terms and conditions govern the sale of merchandise by TMG AVIA Ltd. and their subsidiaries and affiliated companies.

GOVERNING PROVISIONS: These Terms and Conditions of Sale govern all sales of goods and services (“Merchandise”) by the above referenced companies and their subsidiaries and affiliated companies (Collectively hereinafter “TMG Avia”) after written acceptance of a purchase order from a third party customer (“Buyer”). Acceptance of Buyer’s purchase order is made only on the express understanding and condition that, insofar as these Terms and Conditions conflict with any of Buyer’s terms and conditions, Buyer’s conflicting terms shall be invalid unless otherwise accepted in writing by an authorized representative of TMG Avia, regardless of any terms Buyer seeks to impose or incorporate, or which would otherwise be implied by trade, custom, practice, or course of dealing.

ORDERS: All quotations shall remain subject to availability until Buyer’s purchase order becomes an “Order” upon TMG Avia’s written acceptance thereof. Modifications or changes to an Order are allowed only upon TMG Avia’s written approval, and TMG Avia reserves the right to revise its price and delivery schedules to effect such change(s). In addition, TMG Avia has the right to charge the Buyer for expenses incurred by TMG Avia for work or services already performed and rendered unnecessary by such change(s).

PAYMENT: Unless credit terms have been established TMG Avia shall receive payment from Buyer prior to Delivery in US Dollars via wire transfer. Finance charges will be applied to all overdue balances at 12% per annum (or maximum legal rate if lower), plus any reasonable costs incurred by TMG Avia as a direct result of recovering and collecting the overdue amount. Interest shall accrue on a daily basis from first day the account is overdue until the date of actual payment in full, whether before or after judgment. Buyer shall pay all amounts when due in full without any deduction or withholding (except as required by law) without set-off or counterclaim. When the financial condition of the Buyer or its account so warrants TMG Avia may at any time, without notice, change or suspend credit terms, stop shipment or cancel unfilled orders, and such holds shall not constitute TMG Avia’s breach of its obligations hereunder. **TAXES:** Prices quoted for Merchandise do not include any applicable taxes, duties, levies, import or export charges or similar (including but not limited to sales and/or use taxes, value added tax, or any other governmental charge on sales or consumption payable in connection with the sale, Delivery, or subsequent use of the Merchandise (“Sales Tax”), all of which shall be paid by the Buyer who shall promptly reimburse TMG Avia for any such charges TMG Avia may be required to pay on Buyer’s behalf. Notwithstanding the above, Buyer may be invoiced for applicable Sales Taxes unless Buyer furnishes a valid resale or tax exemption certificate prior to Delivery.

DELIVERY: TMG Avia agrees to deliver the Merchandise FCA (Incoterms 2010) point of shipment (“Delivery”). Purchase orders must clearly state method of shipment and destination, and all freight, express and delivery charges shall be paid as a separate item by the Buyer. The carrier shall act solely as Buyer’s agent, all delivery charges shall be paid by Buyer, and any claims for damages or delays in transit must be filed by Buyer against carrier. Shipments shall be deemed to have been accepted by Buyer upon Delivery, unless rejected by Buyer with the Inspection Period (defined below under “Limited Warranty and Return Policy”). TMG Avia’s failure to ship or deliver as estimated shall not entitle Buyer to cancel a shipment, or to damages of any kind.

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TMG Avia will use reasonable efforts to obtain any required export licenses required by law but does not guarantee they will be granted. Buyer is responsible for correctly stating the end use (and actual end user) of all Merchandise, and is obliged to provide TMG Avia with all documents or information (e.g. company profile, end-use certificate) which the authorities demand for the purpose of export licenses. If these documents or information cannot be provided even after a reasonable

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If shipping instructions are not received by TMG Avia before the earliest permitted delivery date for the Merchandise, TMG Avia, at its option, may (in addition to any other available remedy) (i) invoice Buyer and hold the TMG Avia for Buyer's account (plus reasonable storage and insurance costs); or (ii) cancel the order and hold Buyer responsible for the costs and expenses of such delay.

FORCE MAJEURE: TMG Avia shall not be liable for any delay in performance or inability to perform as a result of causes beyond its control, or beyond the control of its suppliers, manufacturers, processors, or finishers including war (whether declared or undeclared, and whether domestic or foreign), riots, crimes, fires, strikes, lockouts, labor difficulties, earthquakes, typhoons, embargoes, floods, hurricanes, delays by carriers, orders, rules or regulations of any foreign and/or domestic governmental authorities, trade associations or any other agency having control over import or export, voluntary quotas, restrictions, controls, unavailability or shortage or delay of any transportation. Any such cause(s) shall give TMG Avia the right, without liability to the Buyer of any kind to terminate this contract with respect to all or any portion of the products or services affected thereby.

ASSIGNMENTS AND SUBCONTRACTING: TMG Avia expressly reserves the right to assign or subcontract all or any portion of an order unless otherwise agreed. No rights of Buyer or arising out of any contract with TMG Avia may be assigned without TMG Avia's prior express written consent.

TITLE AND RISK: The risk of loss of the TMG Avia shall pass to the Buyer upon Delivery. Title shall not pass to the Buyer until TMG Avia has received payment in full (in cash or cleared funds) for (i) the Merchandise; (ii) any applicable Sales Tax; and (iii) all other amounts which are or which become due to TMG Avia. In the event that notwithstanding the express understanding of the parties hereto, title is deemed to pass upon installation of the Merchandise, TMG Avia reserves, and the Buyer grants to TMG Avia, a security interest in any Merchandise in order to secure the Buyer's obligations of payment. In the event of default by the Buyer in any of its obligations to TMG Avia, TMG Avia will have the right to repossess such Merchandise. Buyer agrees to assist TMG Avia to file such security interests in appropriate jurisdictions, and to execute any further documents as TMG Avia may request in order to evidence such security interest.

LIMITATION OF LIABILITY: Unless otherwise expressed in writing TMG Avia's sole warranty obligation is that the title to the Merchandise sold herein is owned by TMG Avia free of any liens or claims. TMG AVIA'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE,

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FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF OR CONNECTED WITH, OR RESULTING FROM THE SALE, DELIVERY OR USE OF ANY MERCHANDISE FURNISHED HEREUNDER SHALL IN NO EVENT EXCEED THE PRICE ALLOCABLE TO THE TMG AVIA MERCHANDISE WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL MN BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFIT OR COST OF REPLACEMENT GOODS. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY LAW. Nothing in these Terms and Conditions shall limit or exclude a party's liability for (i) death or personal injury caused by its gross negligence or willful misconduct; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for either party to restrict or exclude. Subject to the above, TMG Avia shall not be liable to the Buyer, whether in contract or tort (including negligence) or breach of statutory duty, for any loss of profit or indirect or consequential loss arising under or in connection with the sale of Merchandise and TMG Avia's total liability to Buyer in respect of all losses shall not exceed 100% of the purchase price paid for the Merchandise that give rise to such claim.

BUYER OBLIGATIONS AND INDEMNIFICATION: Buyer warrants and undertakes that from the time of Delivery, Buyer, at its expense, shall carry and maintain policies of insurance in respect of the Merchandise against all risks and liabilities (including but not limited to product liability). Buyer accepts and agrees that it shall be its responsibility (at its expense) to

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LIMITED WARRANTY AND RETURN POLICY: All sales are final, however defective or nonconforming Merchandise may be returned provided Buyer notifies TMG Avia within 30 days of Delivery (the "Inspection Period"), and returns such Merchandise to TMG Avia within 45 days of Delivery. (Notwithstanding the foregoing, TMG Avia reserves the right, in TMG Avia's sole discretion, to allow cancellation of any Order on a case by case basis, subject to a 15% restocking fee.) TMG Avia shall re-inspect all returned Merchandise upon receipt before allowing or rejecting any return. Shipping charges for all returns shall be prepaid by the Buyer, and reimbursed if TMG Avia deems the Merchandise to be defective or nonconforming. In no event will TMG Avia be responsible for packing, inspection, labor or other charges incurred by the Buyer in regard to Merchandise returned. Merchandise returned must have the original tags attached or else Buyer will be liable for the costs involved in re-tagging the merchandise, regardless of whether or not the Merchandise is found to be defective or nonconforming.

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No warranty applies to Merchandise which is (a) damaged by carrier during shipment to Buyer; (b) improperly installed or repaired by Buyer; (c) altered without TMG Avia's prior written approval; (d) abused, misused or damaged by accident, negligence or acts of God, or (e) used in a manner contrary to manufacturer's recommendations.

EXPORT RESTRICTIONS: Buyer agrees not to export or re-export any Merchandise received from TMG Avia except in full compliance with all German laws and regulations including Export Administration Regulations, including to embargoed countries, or individuals or companies listed in the Denied Persons List, list of Specially Designated Nations or the list of individuals debarred from receiving Munitions List items. In addition to all applicable German export control laws and regulations, Buyer is responsible for complying with any local laws in Buyer's country which may impact Buyer's right to import, export, or use the Merchandise. TMG Avia may elect not to supply Merchandise to Buyer in the event that TMG Avia reasonably believes that the supply of Merchandise may breach or lead to a breach of applicable export regulations.

WAIVER: No waiver of any default shall be deemed a waiver of any subsequent default. Any replacement (as hereinafter provided) or adjustment of a delivery shall cure any defaults with respect to delivery and any default so cured shall be deemed not to have occurred.

COSTS: Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by TMG Avia in any action to enforce its rights hereunder.

QUALITY: TMG Avia's quality system is certified to ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018. All Merchandise shall be sold with applicable trace history certification unique to that particular Merchandise ("Trace") and the Buyer will be deemed to have accepted that all Merchandise has been delivered with all corresponding Trace shall not raise any claims for incomplete or incorrect Trace after the expiration of the Inspection Period.

ENTIRE CONTRACT: The express terms and conditions contained on the face and on the reverse side hereof and those set forth on any continuation sheet contain the entire understanding of the parties with respect to the same of the Merchandise. Buyer agrees to be bound by these terms and conditions of sale, notwithstanding Buyer's terms and conditions whether or not supplied to TMG Avia at any time.