



STANDARD TERMS AND CONDITIONS FOR SALE OF PRODUCTS

1. **Definitions.** As used herein, the following terms have the meanings indicated:
 - "Buyer" means any customer receiving a Quote for Products.
 - "Buyer's Property" means any tools, patterns, plans, drawings, designs, specifications materials, equipment, or information furnished by Buyer.
 - "Confidential Information" means any technical, commercial, or other proprietary information of Seller, including, without limitation, pricing, technical drawings or prints and/or part lists, which has been or will be disclosed, delivered, or made available, whether directly or indirectly, to Buyer.
 - "Goods" means any tangible part, system or component to be supplied by Seller.
 - "Intellectual Property Rights" means any patents, trademarks, copyrights, trade dress, trade secrets and any other intellectual property rights.
 - "Products" means the Goods and/or Services as described in a Quote.
 - "Quote" means the offer or proposal made by Seller to Buyer for the supply of Products.
 - "Seller" means Axillon Aerospace, Inc., including all of its divisions, subsidiaries and businesses selling Products under these Terms.
 - "Seller's IP" means all Intellectual Property Rights relating to the Products, including without limitation, names, designs, images, drawings, models, templates, information, any improvements or creations or other intellectual property developed prior to or during the relationship contemplated herein.
 - "Services" means any services to be provided by Seller.
 - "Special Tooling" means equipment acquired by Seller or otherwise owned by Seller necessary to manufacture Goods, including but not limited to tools, jigs, and fixtures.
 - "Terms" means these Standard Terms and Conditions for Sale of Products.
2. **Terms.** All sales of Products by Seller will be governed by, and are expressly conditioned upon Buyer's assent to, these Terms. These Terms are incorporated into any Quote provided by Seller to Buyer. Buyer's order for any Products whether communicated to Seller verbally, in writing, by electronic data interface or other electronic commerce, shall constitute acceptance of these Terms. Seller objects to any contrary or additional terms or conditions of Buyer. Reference in Seller's order acknowledgement to Buyer's purchase order or purchase order number shall in no way constitute an acceptance of any of Buyer's terms or conditions of purchase. Any Quote made by Seller to Buyer shall be considered a firm and definite offer and shall not be deemed to be otherwise despite any language on the face of the Quote. Seller reserves all rights to withdraw a Quote and accept or reject any purported acceptance by Buyer to Seller's Quote if such purported acceptance attempts to vary the terms of the Quote. If Seller ships Products after Buyer issues an acceptance to the Quote, any additional or different terms proposed by Buyer will not become part of the parties' business relationship unless agreed to in a writing that is signed by an authorized representative of Seller, excluding email correspondence. If the transaction proceeds without such agreement on the part of Seller, the business relationship will be governed solely by these Terms and the specific terms in Seller's Quote.
3. **Price; Payment.** The Products set forth in the Quote are offered for sale at the prices indicated in the Quote. Unless otherwise specifically stated in the Quote, prices are valid for thirty (30) days and do not include any sales, use, or other taxes, duties or charges. Seller reserves the right to modify prices for any reason (including without limitation for changes in costs for raw materials or components or governmental duties or charges) and at any time by giving ten (10) days prior written notice. Unless otherwise specified by Seller, all prices are EXW (Seller's facility) INCOTERMS 2020. All sales are contingent upon credit approval and full payment for all purchases is due thirty (30) days from the date of invoice (or such date as may be specified in the Quote). Under any circumstances, Buyer may not withhold or suspend payment of any amounts due and payable as a deduction, set-off or recoupment of any amount, claim or dispute with Seller. Unpaid invoices beyond the specified payment date incur interest at the rate of the lesser of 1.5% per month or the maximum allowable rate under applicable law. Customer shall pay or reimburse Seller for all collection costs Seller incurs to collect from Buyer any amount past due. Seller reserves the right to require advance payment or provision of securities for first and subsequent deliveries if there is any doubt, in Seller's sole determination, regarding Buyer's creditworthiness or for other business reasons. If the requested advance payment or securities are not provided to Seller's satisfaction, Seller reserves the right to suspend performance or reject or cancel any order, in whole or in part, without prejudice to Seller's other rights or remedies, including without limitation the right to full compensation. Seller may revoke or shorten any payment periods previously granted in Seller's sole determination. The rights and remedies herein reserved to Seller are cumulative and in addition to any other or further rights and remedies available at law or in equity. No waiver by Seller of any breach by Buyer of any provision of these terms will constitute a waiver by Seller of any other breach of such provision.
4. **Shipment; Delivery; Title and Risk of Loss.** All delivery dates are approximate, and Seller is not responsible for damages or additional costs resulting from any delay. All deliveries are subject to Seller's ability to procure materials from its suppliers. Shipment and Delivery terms are EXW (Seller's facility) INCOTERMS 2020. Title to Goods shall pass to Buyer upon placement of the Goods with the carrier at Seller's facility. Unless otherwise agreed prior to shipment and for domestic delivery locations only, Seller will for the benefit of Buyer select and arrange, at Buyer's sole expense, the carrier and means of delivery. When Seller selects and arranges the carrier and means of delivery, freight and insurance costs for shipment to the designated delivery location will be prepaid by Seller and added as a separate line item to the invoice. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions.
5. **Limited Warranty; Disclaimer.** The warranty for the Products is as follows:
 - (i) Goods are warranted against material defects in material or workmanship for a period of twelve (12) months from the date of delivery; and
 - (ii) Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain and are warranted for a period of six (6) months from the date of completion of the Services. Seller's warranty does not extend to failure, defect or damage due to abuse, misuse, neglect, damage caused by other equipment or persons, improper repair, failure to properly maintain, improper installation, failure to follow operation or maintenance instructions of Seller, or repair, alteration or modification by anyone other than Seller. In the event that any of the aforementioned occurs, Seller's warranty is null and void at the time of such occurrence. All prices are based upon the exclusive limited warranty stated above, and upon the following disclaimer: **EXEMPTION CLAUSE; DISCLAIMER OF WARRANTY, CONDITIONS, REPRESENTATIONS: THIS WARRANTY IS THE SOLE AND ENTIRE WARRANTY,**

CONDITION, AND REPRESENTATION, PERTAINING TO THE PRODUCTS. SELLER DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER STATUTORY, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO DESIGN, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY STATED HEREIN, ALL PRODUCTS ARE PROVIDED "AS IS".

6. **Claims; Remedy for Breach of Warranty; Commencement of Actions.** Buyer shall promptly inspect all Products upon receipt. No claims for shortages will be allowed unless reported to Seller within ten (10) days of delivery. Buyer shall notify Seller of any alleged breach of warranty within thirty (30) days after the date the non-conformance is or should have been discovered by Buyer but in no event later than the expiration of the applicable warranty period. In the event of a breach of warranty and the timely provision of notice by Buyer, Seller will upon verification of breach of warranty, at its option, and as Buyer's sole and exclusive remedy, repair or replace the non-conforming Goods or re-perform the Services or refund the purchase price paid less depreciation as determined by Seller, within a reasonable period of time. Buyer shall not return any defective Products without the prior written authorization from Seller and receipt of a return authorization from Seller. Any claim or action against Seller based upon breach of contract or any other theory, including but not limited to tort, negligence, or otherwise must be commenced within twelve (12) months from the date of the alleged breach or other alleged event, without regard to the date of discovery.
7. **LIMITATION OF LIABILITY.** IN NO EVENT IS SELLER LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OR INJURY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE OR PROFITS, ECONOMIC LOSS, OR LOSS OF ANTICIPATED SAVINGS, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY UNDER ANY AND ALL CLAIMS MADE BY BUYER ARISING OUT OF OR RELATING TO THESE TERMS AND ANY ORDER (INCLUDING WITHOUT LIMITATION THE PERFORMANCE HEREUNDER OR THEREUNDER OR ANY CLAIM OR CLAIMS RELATING TO THE PRODUCTS) WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM OR CLAIMS. IF ANY REMEDY PROVIDED IN THESE TERMS IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT.
8. **Confidential Information.** Buyer acknowledges and agrees that Confidential Information has been and will be received in confidence and will remain the property of Seller. Buyer further agrees that it will not use Seller's Confidential Information for any purpose other than for the benefit of Seller and shall return all such Confidential Information to Seller within thirty (30) days upon request.
9. **Loss to Buyer's Property.** Buyer's Property will be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer ordering the Products manufactured using Buyer's Property. Also, Seller shall not be responsible for any loss or damage to Buyer's Property while it is in Seller's possession or control.
10. **Special Tooling.** Seller may impose a tooling charge for any Special Tooling. Special Tooling shall be and remain Seller's property. In no event will Buyer acquire any interest in the Special Tooling, even if such Special Tooling has been specially converted or adapted for manufacture of Goods for Buyer and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller has the right to alter, discard or otherwise dispose of any Special Tooling or other property owned by Seller in its sole determination at any time.
11. **Security Interest.** To secure payment of all sums due from Buyer, Seller retains a security interest in all Products delivered to Buyer and, Buyer's acceptance of these Terms is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect Seller's security interest.
12. **User Responsibility.** Buyer, through its own analysis and testing, is solely responsible for making the final selection of the Products and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Products are met. Buyer must analyze all aspects of the application and follow applicable industry standards, specifications, and any technical information provided with the Quote or the Products, such as Seller's instructions, guides and specifications. If Seller provides options of or for Products based upon data or specifications provided by Buyer, Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products. In the event Buyer is not the end-user of the Products, Buyer will ensure such end-user complies with this paragraph.
13. **Use of Products. Indemnity by Buyer.** Buyer shall comply with all instructions, guides and specifications provided by Seller with the Quote or the Products. If Buyer uses or resells the Products in any way prohibited by Seller's instructions, guides or specifications, or Buyer otherwise fails to comply with Seller's instructions, guides and specifications, Buyer acknowledges that any such use, resale, or non-compliance is at Buyer's sole risk. Further, Buyer shall indemnify, defend, and hold Seller harmless from and against any and all losses, claims, liabilities, damages, lawsuits, judgments and costs (including without limitation attorney fees and defense costs) of any type whatsoever, including without limitation for personal injury, property damage, and intellectual property infringement, arising out of or in connection with: (a) improper selection, design, specification, application, or any misuse of any Products; (b) any act or omission, negligent or otherwise, of Buyer and/or its employees, agents, affiliates and/or customers; (c) Seller's use of Buyer's Property; (d) damage to the Products from an external cause, repair or attempted repair by anyone other than Seller, failure to follow instructions, guides and specifications provided by Seller, use with goods not provided by Seller, or opening, modifying, deconstructing, tampering with or repackaging the Products; (e) any violation of applicable law, rule or regulation by Buyer; (f) Buyer's failure to comply with these Terms, including without limitation any legal or administrative proceedings, collection efforts, or other actions arising from or relating to such failure to comply or (g) Buyer's (and/or any of Buyer's employee's, agent's, affiliate's or customer's) distribution, storage, handling, use, or disposal of Products. These indemnification obligations shall apply notwithstanding any actual or alleged defect or hazard inherent in the Products or negligence of Supplier, its employees, agents, affiliates, vendors or subcontractors. Seller shall not indemnify Buyer under any circumstance except as otherwise expressly provided in these Terms.
14. **Cancellations and Changes.** Buyer may not cancel or modify, including but not limited to movement of delivery dates for the Products, any order for any reason except with Seller's written consent and upon terms that will indemnify, defend and hold Seller

harmless against all direct, incidental and consequential loss or damage and any additional expense. Seller, at any time, may change features, specifications, designs and availability of Products.

15. **Assignment.** Buyer may not assign its rights or obligations without the prior written consent of Seller.
16. **Force Majeure.** Seller is not liable for delay or failure to perform any of its obligations by reason of any events or circumstances beyond its reasonable control. Such circumstances include without limitation: accidents, labor disputes or stoppages, government acts or orders, acts of nature, pandemics, epidemics, other widespread illness, or public health emergency, cyber related disruptions, cyber-attacks, ransomware sabotage, delays or failures in delivery from carriers or suppliers, shortages of materials, sudden increases in the price of raw material or components, shutdowns or slowdowns affecting the supply of raw materials or components, or the transportation thereof, oil shortages or oil price increases, energy crisis, energy or fuel interruption, war (whether declared or not) or the serious threat of same, riots, rebellions, acts of terrorism, embargoes, fire or any reason whether similar to the foregoing or otherwise. Seller will resume performance as soon as practicable after the event of force majeure has been removed. All delivery dates affected by an event of force majeure shall be tolled for the duration of such event of force majeure and rescheduled for mutually agreed dates as soon as practicable after the event of force majeure ceases to exist. The right to allocate capacity is in Seller's sole discretion. An event of force majeure in the meaning of these Terms means any circumstances beyond Seller's control that permanently or temporarily hinders performance, even where that circumstance was already foreseen. Buyer shall not be entitled to cancel any orders following its claim of an event of force majeure.
17. **Waiver and Severability.** Failure to enforce any provision of these Terms will not invalidate that provision; nor will any such failure prejudice either party's right to enforce that provision in the future. Invalidation of any provision of these Terms shall not invalidate any other provision herein and, the remaining provisions will remain in full force and effect.
18. **Duration.** Unless otherwise stated in the Quote, any agreement governed by or arising from these Terms shall: (a) be for an initial duration of one (1) year; and (b) shall automatically renew for successive one-year terms unless terminated by Buyer with at least 180-days written notice to Seller or if Seller terminates the agreement pursuant to Section 19 of these Terms.
19. **Termination.** Seller may, without liability to Buyer, terminate any agreement governed by or arising from these Terms for any reason and at any time by giving Buyer thirty (30) days prior written notice. Seller may immediately terminate, in writing, if Buyer: (a) breaches any provision of these Terms, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of Buyer's Property, (d) files a petition for relief in bankruptcy on its own behalf, or one is filed against Buyer by a third party, (e) makes an assignment for the benefit of creditors; or (f) dissolves its business or liquidates all or a majority of its assets.
20. **Ownership of Rights.** Buyer agrees that (a) Seller (and/or its affiliates) owns or is the valid licensee of Seller's IP and (b) the furnishing of information, related documents or other materials by Seller to Buyer does not grant or transfer any ownership interest or license in or to Seller's IP to Buyer, unless expressly agreed in writing. Buyer further agrees that it will not, directly or through intermediaries, reverse engineer any Product, except and only to the extent that such activity may be expressly permitted, either by applicable law.
21. **Indemnity for Infringement of Intellectual Property Rights.** Seller is not liable for infringement of any Intellectual Property Rights except as provided in this Section. Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on a third-party claim that one or more of the Products infringes the Intellectual Property Rights of a third party in the country of delivery of the Products by Seller to Buyer. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of any such claim, and Seller having sole control over the defense of the claim including without limitation all negotiations for settlement or compromise. If one or more Products is subject to such a claim, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Products, replace or modify the Products to render them non-infringing, or offer to accept return of the Products and refund the purchase price less a reasonable allowance for depreciation. Seller has no obligation or liability for any claim of infringement: (i) arising from information provided by Buyer (including without limitation Seller's use of Buyer's Property); or (ii) directed to any Products for which the designs are specified in whole or part by Buyer; or (iii) resulting from the modification, combination or use in a system of any Products. The foregoing provisions of this Section constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for claims of infringement of Intellectual Property Rights.
22. **Governing Law.** These Terms, the terms of any Quote, and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Delaware, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Kent County, Delaware with respect to any dispute, controversy or claim arising out of or relating to the sale and delivery of the Products.
23. **Entire Agreement.** These Terms, along with the terms set forth in the Quote, forms the entire agreement between Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale and purchase. In the event of a conflict between any term set forth in the Quote and these Terms, the terms set forth in these Terms shall prevail unless the Terms are expressly amended in the Quote. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter shall have no effect. No modification to these Terms will be binding on Seller unless agreed to in a writing that is signed by an authorized representative of Seller, excluding email correspondence, 'clickwrap' or other purported electronic assent to different or additional terms. Sections 2-25 of these Terms shall survive termination or cancellation of any agreement governed by or arising from these Terms.
24. **No 'Wrap' Agreements/No Authority to Bind.** Seller's clicking any buttons or any similar action, such as clicking "I Agree" or "Confirm," to utilize Buyer's website or portal for the placement of orders, is NOT an agreement to Buyer's Terms and Conditions. **NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER HAS THE AUTHORITY TO BIND SELLER BY THE ACT OF CLICKING ANY BUTTON OR SIMILAR ACTION ON BUYER'S WEBSITE OR PORTAL.**
25. **Compliance with Laws.** Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including without limitation those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Anti-Kickback Act ("Anti-Kickback Act"), U.S. and E.U.



export control and sanctions laws ("Export Laws"), each as currently amended. Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of any such laws, regulations or standards by Buyer, its employees or agents. Buyer represents that it is familiar with all applicable provisions of the FCPA, the Anti-Kickback Act and Export Laws and certifies that Buyer will adhere to the requirements thereof and not take any action that would make Seller violate such requirements. Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to any governmental official, foreign political party or official thereof, candidate for foreign political office, or commercial entity or person, for any improper purpose, including without limitation the purpose of influencing such person to purchase any Products or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Products from Seller in a manner or for a purpose that violates Export Laws or would cause Seller to be in violation of Export Laws. Buyer agrees to promptly and reliably provide Seller all requested information or documents, including without limitation end-user statements and other written assurances, concerning Buyer's ongoing compliance with Export Law.