

**RHINESTAHL CORPORATION**  
**Terms and Conditions of Sale 2020**

1. Definitions: As used in this document, "Order" shall mean the customer's purchase order for goods and services to Rhinestahl and all attachments, exhibits and documents to which reference is made. "Product" shall mean the goods covered by the Order. "Service" shall mean the services covered by the Order. "Seller" shall mean Rhinestahl Corporation, Rhinestahl CTS, Rhinestahl ISC, Rhinestahl AMG or Rhinestahl ITS, Rhinestahl Middle East DWC-LLC, Rhinestahl Singapore Pte. Ltd. and all Rhinestahl international locations, collectively referred to as Rhinestahl with locations at 1111 Western Row Road, Mason, Ohio USA 45040, 7687 Innovation Way, Mason, Ohio USA 45040, 1 Seletar Aerospace Heights #02-02 Singapore 797547, 6 Avenue Charles de Gaulle 78150 Le Chesnay, France, PO Box 712268, Dubai South, United Arab Emirates, and others. "Proposal" shall mean the quotation for Product or Services provided by the Seller to the requesting party. "Purchaser" shall mean the requesting party or issuing corporation in whose name the Order is issued from or the request for pricing is issued to, "Acknowledgement" is referred to as a confirmation that the Seller has received an Order and is in no way a confirmation that the Order is accepted by the Seller. "Acceptance" is referred to as the Seller's agreement to the terms specified in the Purchaser's Order, notwithstanding the terms and conditions otherwise specified in this Agreement.

2. Interpretation: Except as otherwise agreed in writing between the Parties, this Agreement, together with any other terms and conditions of sale that may be necessary depending upon the type of Product or Service, shall be the exclusive terms and conditions of sale applicable to the sale of Product and Service. This Agreement, to the extent that such terms conflict with the terms of any such Order, shall be in lieu of the terms and conditions appearing on the face or reverse side of, or attachments to, any Order submitted by Purchaser to purchase Product or Service.

Unless otherwise stated in the Proposal, the Proposal supersedes and replaces all prior agreements and understandings other than topics not contained in the Proposal which are contained in this Agreement as it relates to the Product or Service to be provided.

3. Acceptance: Seller accepts the Order by shipment of any of the Product, delivery of the Service or by written acceptance of the Order. The Order is subject to acceptance only on the terms and conditions contained herein or in the Proposal. The terms of a written acknowledgment or other documents shall not be effective to amend, supplement or negate any of the terms of the Order but shall only constitute an acknowledgement of the receipt of the Order. If the Order is deemed to be the acceptance of Seller's offer, such acceptance is expressly limited to the terms of the Order and Seller specifically objects to any different or additional terms, whether or not material, contained in such order.

4. Changes and Cancellations: Purchaser may make changes in the quantity, character, specifications, delivery and other terms of the Order by a written change order signed by the same authority that signed the Order. Said changes are subject to the same Acceptance as stated in Section 3 of this agreement. Seller will be entitled to change and cancellation fees if Purchaser imposes changes or cancellations to the Order. Said fees will correspond to thirty percent (30%) of the total amount due for each change or cancellation. If Seller has incurred costs equaling more than thirty percent (30%), Seller reserves the right to charge Purchaser all costs incurred as of the date of Purchaser's change or cancellation.

The items of Product in this quotation are further subject to price and lead time adjustments for any OEM design or part number changes, occurring after the date of this quotation or delays caused by Purchaser that are beyond the control of Rhinestahl Corporation.

5. Inspection: Seller shall perform on the Product, all regular tests and inspections without additional charge to Purchaser. Purchaser and its representatives shall have the right to enter Seller's premises where final inspections are conducted on the Product for the purpose of witnessing such work; verifying quality assurance systems, procedures and records and inspecting the Product. Seller will provide a certificate of conformance for Product, upon request of the Purchaser. Said certificate of conformance will state that all aspects of the Product are in accordance with the Order and applicable specifications. Seller will provide a certificate of completion for Services, upon request of the Purchaser. Said certificate of completion will state that all aspects of the Service provided are in accordance with the Order and general industry standards for performance.

6. Delivery: Purchaser recognizes that circumstances beyond Seller's control, such as Buyer's local governing authority requirements, Buyer's corporate policy requirements or design related issues, could be a potential cause of delay in delivery. Buyer's local requirements include but are not limited to CE compliance or calibration and/or load test requirements not included in the OEM design specification. In the event of a design related issue that could risk our ability to deliver Product in accordance with this proposal, the Purchaser or OEM design authority will be contacted for disposition. Final disposition will remain within the design authority for any deviations to OEM requirements.

Delivery of such Product shall be EX WORKS "EXW" (Inco terms 2010) from Seller's facility in Mason, Ohio, USA, Singapore, Singapore, Dubai, UAE or the point of manufacture or other facility at the Seller's sole discretion.

If Purchaser does not arrange for shipment within ten days of receiving notice from Rhinestahl, Rhinestahl may, in its sole discretion, (i) ship the Products to Purchaser at Purchaser's cost OR (ii) warehouse Purchaser's products at a cost to Purchaser of 0.01% of the invoice price per day. All products will be shipped F.O.B. Rhinestahl's premises and may be so shipped in several lots. Rhinestahl will select the carrier and ship "Prepaid", but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier be construed to be the agent of Rhinestahl.

Title and risk of loss or damage shall pass to the Purchaser upon shipment. Purchaser assumes all responsibility for and risk of loss or damages to, the Product or serviced Product upon delivery even though Seller may have selected the carrier to return Product to the Purchaser.

All taxes and duties are the sole responsibility of the Purchaser. This includes: United States state sales taxes for California, Texas, Pennsylvania, Illinois, Ohio and all other applicable domestic state sales taxes; Goods and Services Taxes (GST), including Singapore GST for shipments to Singapore, EU GST for shipments to EU countries, UAE GST for shipments to the UAE and all other applicable GST for shipments directed to all other countries; all Import Customs Duties and all other import fees associated with delivery of product.

Seller shall be the exporter of record unless otherwise specifically agreed to in writing by the Parties and must be

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specified on Purchaser's Purchase Order. Seller shall be responsible for obtaining export licenses, exchange permits and any other required export government authorizations (unless otherwise agreed to by the Seller in writing). Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not reviewed, and the Purchaser shall not be relieved of its obligations to pay Seller for the supply and other charges which are the obligation of the Purchaser.

Seller shall deliver Product in accordance with mutually agreed upon schedule as set forth in the Quotation and Agreed in the Order. Partial and early deliveries shall be permitted as agreed to by the Purchaser and Seller.

Services are considered completed once all obligations of Service described on the Order is completed.

7. Packaging: The Product shall be packaged and labeled in accordance with standard commercial practices for overseas shipments or as mutually agreed in writing between Seller and Purchaser. Packing for shipping equipment, including but not limited to engine stands, containers and other large freight items must be requested at the time of Order and are subject to additional packaging charges.

8. Invoicing and Payment: Payment terms are in accordance with the following schedule:  
Unless otherwise stated on the Seller's Quotation, one hundred percent (100%) of the total of each invoiced value due within the time frame specified on the Quotation, beginning with the date of shipment. If no time frame is specified on the Quotation, payment is due within thirty (30) days of the shipment. These terms are conditional and subject to Purchaser's payment history with Seller. Seller reserves the right to revert these terms to Cash in Advance if Purchaser's payment performance does not meet the specified timeframes. All payments shall be paid in funds immediately available for use without off-set or right of deduction and are to be made in U.S. Dollars (USD).

Payments by Check – please send to: Rhinestahl Corporation  
Attention: Accounts Receivable  
1111 Western Row Road  
Mason, OH 45040

Domestic ACH (within the United States):  
PNC Bank Routing # 021052053  
Account #: 89547975

International Wire:  
For incoming US Dollar Wires, a routing number is not necessary, unless the sending party is utilizing a US Correspondent Bank of their own.  
Beneficiary Bank (Swift Field 57) PNC Bank  
SWIFT CODE: PNCCUS33  
Beneficiary (Swift Field 59) Rhinestahl Corporation  
Account #: 4130173629

Advance Payment information and inquiries may be sent to ar@rhinestahl.com.

All past due amounts will accrue interest at a rate equal to the lesser of 1.5% per month and the maximum rate permitted by applicable law, from due date until paid, plus the Seller's reasonable costs of collection, including court costs and attorney's fees. The Seller reserves all other rights granted to a seller under applicable law for Purchaser's failure to pay any amounts when due. Purchaser may not withhold payment of any amounts due and payable as a set-off of any claim or

dispute with Seller, regardless of whether relating to Seller's breach, bankruptcy or otherwise.

9. Pricing and Validity: Unless otherwise stated in the Seller's Quotation, the selling price of Product or Services quoted to Purchaser shall be expressed and payable in US dollars and will be open for acceptance for ninety (90) calendar days.

10. Warranty: Seller warrants that the Product sold hereunder will, at the time of delivery, be free from defects in material, workmanship and title for a period of fourteen (14) months from the date of shipment. If Purchaser notifies Seller in writing within fourteen (14) months from the date of shipment that the Product does not meet such warranty, (i) Purchaser shall deliver such Product Delivered Duty Paid (DDP Inco terms 2010) to the Seller's facility as directed by Seller and (ii) Seller shall, at its option, upon satisfactory demonstration by Purchaser that the Product was defective at the time of delivery, correct any such defect, either by repairing the defective Product, making available a repaired or replacement Product, EX WORKS (Inco terms 2010) Seller's applicable facility, as applicable, or refunding the purchase price of such Product. In the event Seller elects to repair or replace a Product, the unexpired portion of the warranty for the original Product shall be applicable to the repaired or replaced Product.

Upon Purchaser's delivery of Product to Seller, Seller agrees to warrant such Product in accordance with its standard Product warranties with such Purchaser.

This warranty is applicable only if the Product is operated, handled, maintained, or repaired in accordance with the then-current recommendations of Seller as stated (and made available within the scope of this Agreement), in the applicable technical publications or other written instructions. Seller's personnel will be appropriately qualified and experienced and the deliverables will be provided in accordance with best industry practice. The services and deliverables will at all times comply with applicable laws and Seller will obtain and comply with all licenses, consents, etc. The possession of / use by Purchaser of any material made available by or on behalf of Seller and any deliverables will not infringe third party IPR.

With respect to certain Product which may be provided hereunder, to the extent it has the right to do so, Seller shall make available to Purchaser the benefit of any warranty provided by Seller's vendor. The foregoing shall be Seller's sole liability with respect to such certain other Product provided hereunder.

EXCEPT AS EXPRESSLY PROVIDED HEREIN  
SELLER'S WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, STATUTORY, ORAL, OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE).

11. Repair/Calibration Service: Product may only be returned for repair or calibration service after obtaining a Return Material Authorization (RMA) number from Seller. Product must be shipped with complete identification, shipped freight prepaid with RMA number clearly marked on the packaging to the address provided by Seller.

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For repairs, upgrades and calibrations performed on Product not originally manufactured by Seller, all implications of warranty are applied to only the work performed by Seller. In no case will Seller provide any element of warranty or accept any responsibility for any portion of Product that was not directly part of the actual work performed by Seller.

The warranty period for repairs and calibrations performed by Seller is forty-five (45) days from date of invoice.

12. Indemnity: Purchaser shall indemnify, defend and hold harmless Seller, its employees, agents, subcontractors and customers from and against all third-party claims, liabilities, damages, losses and expenses (including attorney's fees) ("Claims") to the extent any injury including, without limitation, bodily injury, death or property damage arises directly or indirectly, in whole or in part, 1) as a result of any Service provided by Seller or 2) from the use of the Product or the breach of the Order by the Purchaser, except to the extent such Claims arise from the negligence or willful misconduct of Seller, its employees, agents or contractors.

Seller shall indemnify, defend and hold harmless the Purchaser, its employees, agents, subcontractors and customers from and against all third-party Claims to the extent any injury including, without limitation, bodily injury, death or property damage arises directly or indirectly, in whole or in part, 1) as a result of the negligence or willful misconduct of Seller, its employees, agents or contractors, 2) as a result of the breach of Seller's obligations under this Agreement, or 3) the failure of Seller to comply with all applicable laws and regulations.

13. Limits of Liability: The total liability of the Seller for any and all claims, whether in contract, warranty, tort (including negligence but excluding willful misconduct or recklessness), product liability, patent infringement, or otherwise, for any damage arising out of, connect with, or resulting from the performance or non-performance or any Service provided hereunder or from the manufacture, sale, delivery, repair, replacement or use of the Product, shall not exceed the price allocable to the supply of Product or amount charged for the Service which gives rise to the claim.

In no event, whether as a result of breach of contract, warranty, tort (including negligence but excluding willful misconduct or recklessness), product liability, patent infringement, or otherwise, shall Seller be liable for any indirect damages (for avoidance of doubts indirect damages shall cover any similar types of damages such as but not limited to, special, consequential, incidental, resultant, punitive or exemplary damages, including, without limitation, loss of use, revenue, image, profit or goodwill).

14. Secrecy: Seller and Purchaser shall treat as confidential and shall neither disclose to third parties, nor reproduce, the information that are the other Party's property, without its prior written consent, and shall take all reasonable precautions to keep the information confidential. This will not apply to information when the receiving Party can prove that such information was already in its possession prior to the transmission by the other Party. Additionally, by acceptance of a Purchase Order, Rhinestahl reserves the right to make public announcements stating that the Purchaser and Seller have entered in to a business agreement for the supply and support of engine tooling.

15. Intellectual Property Rights: Seller is licensed by various OEM companies such as General Electric Aviation, "GE", CFM International, "CFM", Rolls-Royce and others. As such, Rhinestahl has been designated by GE as its OEM Authorized Tooling Provider, by CFM as a Licensed Supplier for LEAP

Tooling and by Rolls-Royce as a Preferred Supplier. Seller has an obligation to hold secret and maintain intellectual property rights of OEM's who have licensed Rhinestahl and therefore, Seller has intellectual property rights over both the Product and Services as well as all correspondence related to the Product and Services provided. Because of this, Purchaser has no right to reproduce or cause the reproduction of all or part of the Product and to sell or transfer in any way to a third party. Nothing contained in this Agreement shall convey to the Purchaser the right to use the trademarks of the Seller or convey or grant license under any patent owned or licensed by the Seller.

16. Applicable Laws: Purchaser agrees and acknowledges that this Agreement, the Proposal and the Order shall be interpreted and any disputes shall be resolved in accordance with the laws of the State of Ohio, USA at Federal Courts located in Cincinnati, Ohio, USA.

17. Miscellaneous: Any failure by either Party to enforce any of the provisions of this Agreement or to require at any time performance by the other Party of any of the provisions hereof shall in no way affect the validity of the Order or any part hereof, or in the right of the Parties thereafter to enforce each and every such provision; nor shall the Parties actual performance, whether or not under this Agreement be deemed in any way indicative of the scope of the obligations of the Parties under the Order. This Agreement along with its Appendices make up the entire Agreement and understanding between the Parties and is not intended to supersede or replace any other Agreement between the Parties.

18. Government Authorization, Export Shipment

A. Purchaser agrees to comply with all applicable laws, regulations, administrative actions, orders, judgments, decrees, and any other requirement of any government authority, including those of the United States of America and applicable territories ("Applicable Law"), including without limitation: Export Administration Regulations, 15 C.F.R. §§ 730 *et seq.*; economic and trade sanctions administered by the United States Department of Treasury Office of Foreign Asset Control (OFAC), European Union Export Control Regime (Regulation (EC) No 428/2009), and any other applicable law and regulations governing the export, reexport, or transfer of any Product or technology ("Export Regulations"); the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 *et seq.*; the United States money laundering statutes, 18 U.S.C. §§ 1956 and 1957; the United Kingdom Bribery Act; and any anti-corruption laws applicable within the territory. In the case an export license is required for the delivery of Products from the United States, Seller will file for the export license and both Parties agree to comply with all license conditions. Without limiting the foregoing, Purchaser agrees that it shall not transfer any export controlled item, data, information or services, to include transfer to a third party, including any third parties employed by or associated with, or under contract to the receiving Party, without the authority of an applicable export license, applicable exception, or No License Required (NLR) authorization.

B. (1) The Purchaser shall not sell, export or re-export, directly or indirectly, to the

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Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate

remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) a penalty of 100% of the total value of this Agreement or price of the Goods exported, whichever is higher.

(5) The Purchaser shall immediately inform Seller about any problems

in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that

could frustrate the purpose of paragraph (1). The Purchaser shall make available to the

Seller information concerning compliance with the obligations under paragraph

(1), (2) and (3) within two weeks of the simple request of such information.

**19. Force Majeure**

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions including material changes in trade policy, tariffs, sanctions, and import/export restrictions, changes in laws or regulations, national strikes, fire, explosion, pandemics or generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Seller:  
RHINESTAHL CORPORATION

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Purchaser:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date