

SUMMARY OF HAWK AVIATION GENERAL TERMS AND CONDITIONS

USA EXPORT CONTROL

GOODS ARE CONTROLLED BY THE U.S. GOVERNMENT AND ARE AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) AS IDENTIFIED BY THE CUSTOMER WHICH ARE NOT BANNED (or RESTRICTED) FOR TRADING PURPOSES. THE GOODS MAY NOT BE RESOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF, TO ANY OTHER COUNTRY OR TO ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

RETENTION OF TITLE

TITLE TO THE GOODS, FREE OF ANY LIENS AND ENCUMBRANCES, SHALL REMAIN WITH AND BE VESTED IN HAWK AVIATION AND SHALL NOT PASS TO THE CUSTOMER UNTIL HAWK AVIATION HAS RECEIVED FULL PAYMENTS AND INDEBTEDNESS COVERING FOR ALL OUTSTANDING DEBTS BY THE CUSTOMER TO HAWK AVIATION. UNTIL TITLE TO THE GOODS RESPECTIVELY PASSES TO THE CUSTOMER, THE CUSTOMER SHALL STORE OR MARK THE GOODS IN A MANNER THAT INDICATES THAT TITLE TO THE GOODS REMAINS VESTED IN HAWK AVIATION; HAWK AVIATION SHALL HAVE THE AUTHORITY TO ENTER ANY PROPERTY UPON WHICH AN EXCHANGE UNIT AND THE CORE ARE STORED OR REASONABLY BELIEVES THEM TO BE KEPT AND RETAKE AND COLLECT RESPOSSESS THE GOODS UNDER THE UNPAID INVOICE(S); IRRESPECTIVE OF WHETHER TITLE TO THE EXCHANGE UNIT AND THE CORE REMAINS VESTED IN HAWK AVIATION, RISK IN THE GOODS SHALL PASS TO THE CUSTOMER UPON DELIVERY. IN CASE THE CUSTOMER IS NOT THE FINAL END USER OF THE GOODS, HAWK AVIATION WILL HAVE FULL ENTITLEMENT ON THE PROCEEDS OF THE SALE OF THE GOODS FROM THE CUSTOMER TO ANY 3RD PARTY AND THE CUSTOMER WILL ONLY BE HOLDING ANY PROCEEDS RELATED TO THE GOODS AS A FIDUCIARY AGENT FOR HAWK AVIATION. THE CUSTOMER MUST ALSO PRESENT THE TERMS OF THIS CLAUSE TO THE FINAL END USER AND DISCLOSE TO THEM THE ENTITLEMENT AND TITLE PROVIDED TO HAWK AVIATION WHICH WILL SURVIVE A TRANSFER OF THE GOODS TO 3RD PARTIES.

SALE TERMS: EX-WORKS

ALL MATERIALS ARE QUOTED/SOLD/PURCHASED, EX WORKS INCOTERMS 2010 EX POINT OF ORIGIN; SELLER'S ONLY RESPONSIBILITY IS TO CLEAR GOODS FOR SHIPPING AND MAKE THEM AVAILABLE FOR THE BUYER AT AN AGREED UPON LOCATION, PROPERLY PACKED AS DELICATE AIRCRAFT PARTS WITH ALL MARKING FOR INTERNATIONAL AIRFREIGHT DELIVERY. BUYER BEARS THE FULL COST AND RISK INVOLVED IN TRANSPORTING THE GOODS TO ITS DESIRED LOCATION. THE CUSTOMER SHALL INSPECT THE GOODS DELIVERED TO CUSTOMER WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF THE GOODS AND MUST NOTIFY HAWK AVIATION IN WRITING OF ANY ALLEGED DISCREPANCIES FOUND DURING ITS INSPECTION. NO CLAIMS OF DISCREPANCIES WILL BE ACCEPTED BEYOND THE FIVE (5) BUSINESS DAYS PERIOD SPECIFIED ABOVE. IN CASE OF ANY PHYSICAL DAMAGE TO THE SHIPPING BOX, ON RECEIVING, AN IMMEDIATE NOTIFICATION SHOULD BE MADE TO THE SHIPPING COMPANY AS WELL AS TO HAWK AVIATION ACCOMPANIED WITH PICTURES TAKEN PRIOR OPENNING THE BOX AND DURING UNPACKING AND INSPECTION OF GOODS.

PURCHASE ORDER (PO)

THE MATERIALS ORDERED ON THIS ORDER SHOULD BE ZERO RATED FOR VAT PURPOSES. ALL MATERIALS COVERED BY THIS ORDER ARE FOR AIRCRAFT, USED BY AN AIRLINE OPERATING FOR REWARD CHIEFLY ON INTERNATIONAL ROUTES.

PART MUST BE SUPPLIED WITH ORIGINAL (A) DUAL CERTIFICATE FAA 8130-3 (EASA APPROVED) OR EASA1 (FAA APPROVED WITH TCCA RELEASE STATEMENT); DER REPAIRS OR DAR 8130-3 ARE NOT ACCEPTED UNLESS AGREED BY HAWK AVIATION IN WRITING; (B) FULL TEAR DOWN WORK SHOP REPORT. (C) FULL TRACE, INCLUDING ATA106 AND NONE INCIDENT STATEMENT WITH FULL TRACE TO 121/129 OR OTHER REGULATED SOURCE; (D) REMOVAL TAG, UNLESS AUTHORIZED ELSE BY HAWK AVIATION IN ADVANCE; THE FULL TRACE MUST INCLUDE FULL FLOW OF OWNERSHIP TRANSFER AND MUST BE PRESENTED AND PROVIDED WITH PACKING SLIPS AND ATA106 STATEMENTS FROM ALL PREVIOUS ENTITIES INVOLVED IN THE TRANSFER CHAIN THEREAFTER, BACK TO THE LAST REGULATED SOURCE. A MISSING TRACE CAN JUSTIFY THE CANCELLATION OF THE HAWK AVIATION PO AND RETURN OF SOLD GOODS FOR FULL CREDIT. THE SELLER MUST OBTAIN ON FILE, DIGITAL PHOTOS OF THE SOLD MATERIALS AND PACKING (FROM ALL ANGLES) TAKEN CONTIGUOUSLY PRIOR TO SHIPMENT. GOODS ACCEPTANCE IS SUBJECT TO INSPECTION/TEST.

THE P/N SUPPLIED MUST BE THE SAME AS ORDERED; NO I/W P/NS OR ALTS PARTS ARE ACCEPTED UNLESS AUTHORIZED BY HAWK AVIATION IN ADVANCE. PMA PARTS OR DER REPAIRS ARE NOT ACCEPTED UNLESS PRE-APPROVED BY HAWK AVIATION. EXCHANGES: CORES RETURN PERIOD WILL NOT LESS THAN 30 DAYS. THE VENDOR WILL NOT CHARGE HAWK AVIATION ANY HANDLING FEES ON TOP OF THE NET RECERTIFICATION CORE

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CHARGES. CORE'S FREIGHT/REPAIR BILLINGS MUST BE ECONOMY FREIGHT WITH NO REPAIR MARKUPS. THE VENDOR AGREES NOT TO PERFORM ANY CONDITION UPGRADE AND/OR NON-OEM FAA SHOP TO OEM UPGRADE. CORE REPAIR MUST BE PRESENTED WITH SHOP'S ORIGINAL COPIES: SHOP'S INVOICE, T/D AND 8130/EASA1/CAAC. SELLER WILL BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED IN TRANSPORT DUE TO IMPROPER PACKAGING. IMPORTANT*: AT TIME OF DELIVERY, PARTS ARE ASSUMED TO BE AIRWORTHY WITH ALL CURRENT SB'S, SL'S AND AD'S CARRIED OUT. TAG OLDER THAN 1 YEAR IS NOT CURRENT AND MAY BE REJECTED. REGARDLESS OF PARTS CERTIFICATION DATE, IF PO WAS PLACED IN SERV, NEW, NS OR OH CONDITION, VENDOR CONFIRMS, BY ACCEPTING THE PO, THAT DELIVERED GOODS ARE AIRWORTHY AND HAS NO DISCREPENCY THAT AS A SOLE, WILL PREVENT FROM A REGULATED ENTITY TO INSTALL IT ON AN AIRCRAFT. THE VENDOR PROVIDES THE GOODS WITH A WARRANTY OF 6 MONTHS/500 FLIGHT HOURS FOR SERV CONDITION OR 1 YEAR/1000 FLIGHT HOURS FOR OH/NS/NE FROM DATE OF DELIVERY TO HAWK AVIATION. THE WARRANTY IS A SALES WARRANTY (NOT REPAIR WARRANTY) AND COVERS THE ENTIRE UNIT INCLUDING ALL THE PARTS AND FUNCTIONS OF THE UNIT. ANY PREMATURE FAILURE IS COVERED WHETHER RELATED OR NOT RELATED TO ANY PREVIOUS REPAIRS PRIOR THE SALE TO HAWK AVIATION. THE SELLER AGREES THAT IN CASE OF WARRANTY CLAIM, ALL WARRANTY/REPAIR AND SHIPPING COSTS WILL BE CHARGED TO SELLER AND COVERED BY THE SELLER. HAWK AVIATION PO TERMS ARE BINDING AND NO OTHER TERM IS ACCEPTABLE WHETHER ON QUOTE, EMAIL OR VERBAL; IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS OF THIS PO AND ANY OTHER PRIOR CORRESPONDENCE BETWEEN HAWK AVIATION AND THE SELLER HERETO, THE TERMS AND PROVISIONS OF THIS PO SHALL PREVAIL AND BE GIVEN PRIOR, UNLESS AGREED DIFFERENTLY IN WRITING BETWEEN THE SELLER/VENDOR AND HAWK AVIATION PRIOR TO RECEIVING THE ORDERED PART.

PO – REJECTION

VENDOR CONFIRMS AND ACCEPTS THAT HAWK AVIATION HAS FULL PRIVILEGE TO REJECT AND CANCEL THE PURCHASE/EXCHANGE ORDER AND RETURN THE GOODS FOR FULL CREDIT, IF GOODS, ON RECEIVING & INSPECTION, FOUND TO BE DAMAGED, CORRODED, DENTED, LEAKING, RATTLING OR FOR ANY REASONABLE TECHNICAL OR VISUAL CAUSE FOR REJECTION. THE ULTIMATE AND ONLY AUTHORITY TO DEFINE WHETHER A SOLD PART IS AIRWORTHY AND APPROVED FOR INSTALLATION ON AN AIRCRAFT IS THE END USER AIRLINE OR AN MRO TECHNICAL AUTHORITY. THE EXISTENCE OF THE 8130/EASA AND TEARDOWN DOES NOT CONSIST A FINAL AIRWORTHINESS AND APPROVAL FOR INSTALLATION BUT THE FINAL RECEIVING INSPECTION AND ACCEPTANCE OF THE END

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USER INSTALLER AIRLINE OR MRO. REJECTED PARTS WILL RESULT IN PAYMENT HOLD OR ORDER CANCELLATION.

SELLER MAKES NO INDEPENDENT REPRESENTATION THAT THE PART IS AIRWORTHY OR ACCEPTABLE FOR INSTALLATION. THESE DETERMINATIONS ARE TO BE MADE BY THE INSTALLER (END-USER, MRO) BASED ON INSPECTION OF THE PART AND OF THE DOCUMENTATION THAT HAS BEEN FORWARDED BY THE SELLER IN ACCORDANCE WITH FAA AC 00-56.

WARRANTY

PARTS ARE GUARANTEED AIRWORTHY, WITH WARRANTY OF 3 MONTHS FOR "TESTED/INSPECTED" ITEMS, 6 MONTHS/500 HOURS FOR "REPAIRED" ITEMS, COVERING ONLY SUB COMPONENTS REPAIRED IN THE LAST SHOP VISIT, OR 1 YEAR/1000 HOURS FOR OH/NE COND ITEMS. WARRANTY PERIOD STARTS FROM DATE OF RELEASING OF ORDERED GOODS FROM HAWK AVIATION PREMISES. ALL WARRANTY, EXPRESSED OR IMPLIED, SHALL IMMEDIATELY BE CEASED AT SUCH TIME A UNIT IS PROMISED OR TAMPERED WITH BY THE CUSTOMER OR A SHOP, DISASSEMBLED, ALTERED, REPAIRED, OVERHAULED, MODIFIED OR ANY PROTECTIVE WARRANTY LABEL OR STICKER ARE REMOVED. HAWK AVIATION GENERAL WARRANTY TERMS APPLY ON ALL ORDERS.

INVOICE PAYMENT LIABILITY

HAWK AVIATION DON'T DOES NOT ACCEPT ANY PAYMENTS BY CHECK- THE ONLY ACCEPTED MEANS OF PAYMENT IS BY WIRE TRASFER/ACH; CUSTOMERS AGREE TO PAY ACCORDING TO THE TERMS CONTAINED HEREIN AND UNDERSTAND THAT THEY WILL BE HELD LIABLE FOR ALL COLLECTION & LEGAL FEES AND INTEREST DUE ON PAST DUE ACCOUNTS SHOULD THAT OCCUR. ACCEPTANCE OF GOODS OR SERVICES SHALL BE DEEMED TO CONSTITUTE CUSTOMER AGREEMENT TO ALL THE TERMS CONTAINED HEREIN.

EXCHANGES

FOR ALL EXCHANGE TRANSACTIONS, THE COMPLETE TERMS OF THE HAWK AVIATION EXCHANGE AGREEMENT ARE BINDING AND GOVERNING. PLEASE REFER TO THE ATTACHED OR FAXED EXCH. AGREEMENT. ACCEPTANCE OF ANY PART UNDER HAWK AVIATION'S EXCHANGE INVOICE WILL ASSESS THAT CUSTOMER FULLY ACCEPTED THE TERMS AND CONDITION ON HAWK AVIATION 'S EXCHANGE AGREEMENT AND CUSTOMER AGREES TO THE EXCHANGE AGREEMENT TERMS EVEN IF IT WAS NOT SIGNED BY THE CUSTOMER. CORE REPAIR OR OVERHAUL EVALUATIONS ARE NOT FINAL AND SUBJECT TO CHANGES FROM THE REPAIR SHOP. THE TERMS AND CONDITIONS OF A SPECIFIC AND

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BINDING EXCHANGE AGREEMENT WILL ALWAYS PREVAIL ANY TERMS SET IN ANY OTHER AGREEMENT BETWEEN HAWK AVIATION AND ANY OTHER PARTY.

RETURNS

THE MINIMUM ORDER AMOUNT IS \$250. SALES ARE FINAL AFTER 14 CALENDAR DAYS FROM SHIPMENT AND NO RETURNS ARE ACCEPTABLE. UNITS RETURNED BEFORE 14 DAYS ARE SUBJECT TO 25% RESTOCKING FEE OF THE OUTRIGHT VALUE OR \$500 - WHICHEVER IS GREATER; ALL RETURNS NEED TO BE PRE-AUTHORIZED WITH AN RMA. THE ORIGINAL UNIT WITH THE SAME S/N MUST BE RETURNED WITH A NON-USAGE STATEMENT AND ALL ORIGINAL COPIES OF THE TECHNICAL AND TRACE DOCUMENTS. THE EXACT SERIAL NUMBERED EXCHANGED UNIT, AS SENT, CAN BE RETURNED FOR PARTIAL CREDIT WITHIN 5 CALENDAR DAYS (SAME S/N MUST BE RETURNED) AND WILL BE SUBJECT TO RESTOCKING FEE OF 25% OF THE EXCHANGE FEE OR MIN OF \$350. FOR MORE DETAILS RELATED TO EXCHANGES, KINDLY RELATE TO THE RELEVANT BINDING EXCHANGE AGREEMENT. AOG FEES, DAR 8130 FEES OR HAZ-MAT FEES CANNOT BE WAIVED.

LEAD TIME SALE

LEAD TIME OFFERS ARE SUBJECT TO SUCCESSFUL COMPLETION OF THE PARTS REPAIR/OVHUL AT THE SHOP.

REPAIR ORDERS (RO)

PARTS CERTIFICATION MUST BE CARRIED OUT ONLY WITH ORIGINAL OEM PARTS UNLESS AUTHORIZED ELSE BY HAWK AVIATION. CERTIFICATION REQUIRED: DUAL FAA 8130-3 / EASA (WITH CAAC / ANAC / TCCA IF APPLICABLE). ALL EASA SHOPS MUST ISSUE TCCA STATEMENT ON F1 CERTIFICATE. CERTIFIED PARTS MUST BE SHIPPED WITH ORIGINAL FAA 8130-3/EASA FORM OR EASA F1/FAA WITH TCCA APPROVAL AND CAAC WHERE APPLICABLE, ACCOMPANIED WITH A FULL TEAR DOWN-WORK DETAILED REPORT.

CERTIFIED PARTS MUST BE SHIPPED WITH ORIGINAL T/D REPORT. ALL REPAIRS/OVERHAULS MUST BE PER LATEST CMM REVISION ALL SB'S AND AD'S COMPLIED WITH. SUBCONTRACTING OF HAWK AVIATION REPAIR/OVERHAUL JOB IS PROHIBITED. THE SHOP WILL NOT SUBCONTRACT THE JOB TO A 3RD PARTY SHOP WITHOUT PRIOR WRITTEN APPROVAL BY HAWK AVIATION. ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THE LATEST OEM CMM AND DER REPAIRS ARE NOT ACCEPTED OR AND NOT APPROVED UNLESS SPECIFIED IN A SPECIAL WRITTEN APPROVAL STATED THAT DER REPAIR PROCESS IS ACCEPTED. PARTS ARE SUBJECT TO RECEIVING INSPECTION/TEST. REJECTED PARTS WILL RESULT IN PAYMENT HOLD. ALL WARRANTY/REPAIR AND SHIPPING COSTS WILL BE CHARGED TO VENDOR. NO I/W OR ALTS PARTS ARE ACCEPTED UNLESS AUTHORIZED BY HAWK AVIATION. USE OF PMA PARTS IS PROHIBITED AND IS NOT ACCEPTED UNLESS PRE-

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APPROVED BY HAWK AVIATION. IF ANY INTERNAL OR EXTERNAL CUSTOMER INDUCED DAMAGE IS NOTICED ON PART RECEIVING / EVALUATION, THE SHOP MUST TAKE PICTURES OF THE DAMAGE AND NOTIFY HAWK AVIATION AT repairadmin@hawkaviation.com IMMEDIATELY. AT TIME OF DELIVERY, PARTS ARE ASSUMED TO BE AIRWORTHY WITH ALL CURRENT S.B'S, S.LS AND A.D.S MUST BE CARRIED OUT. VENDOR CONFIRMS, BY ACCEPTING THIS HAWK RO THAT TESTED/REPAIRED/OVERHAULED PARTS ARE AIRWORTHY, WITH WARRANTY OF 6 MONTHS/500 HOURS FOR SERV CONDITION OR 1 YEAR/1000 HOURS FOR OH/NS/NE FROM DATE OF DELIVERY TO HAWK AVIATION ("WARRANTY"). THE WARRANTY COVERS THE ENTIRE UNIT, ALL THE PARTS AND FUNCTIONS OF THE UNIT. ANY PREMATURE FAILURE IS COVERED WHETHER RELATED OR NOT RELATED TO ANY PREVIOUS REPAIR/OVERHAUL. AT TIME OF DELIVERY TO HAWK AVIATION, PARTS ARE ASSUMED TO BE AIRWORTHY WITH ALL CURRENT S.B'S, S.LS AND A.D.S THAT MUST BE CARRIED OUT BY THE VENDOR. VENDOR CONFIRMS, THAT BY ACCEPTING THIS HAWK AVIATION RO THAT TESTED/REPAIRED/OVERHAULED PARTS ARE AIRWORTHY, WITH WARRANTY OF 6 MONTHS/500HRS FOR SERV CONDITION OR 1 YEAR/1000HRS FOR OH/NS/NE FROM DATE OF DELIVERY TO HAWK AVIATION ("WARRANTY"). THE WARRANTY COVERS THE ENTIRE UNIT, ALL THE PARTS AND FUNCTIONS OF THE UNIT. ANY PREMATURE FAILURE IS COVERED WHETHER RELATED OR NOT RELATED TO ANY PREVIOUS REPAIR/OVERHAUL. HAWK AVIATION'S RO TERMS ARE BINDING AND NO OTHER TERM IS ACCEPTABLE WEATHER ON QUOTE, OR EMAIL OR VERBAL AND/OR IS NOT WITH FULL AGREEMENT TO THIS RO TERMS, UNLESS AGREED IN WRITING BETWEEN VENDOR AND HAWK AVIATION PRIOR TO COMPLETING THE TEST/REPAIR/OVERHAUL OF THE PART SUBJECT TO THIS RO. ALL REPAIR QUOTES MUST BE PRE-APPROVED BY HAWK AVIATION - KINDLY SEND YOUR QUOTE TO: repairadmin@hawkaviation.com.

Thank you for your business and for choosing Hawk Aviation group to support you!