DUNCAN AVIATION, INC.
COMPONENTS REPAIR SERVICES - TERMS AND CONDITIONS

1. Definitions. As used in this Agreement, "Component" means any aviation related component, part or equipment; "Dollars" or "$" means U.S. Dollars; "FAA" means the United States Federal Aviation Administration; "EASA" means the European Aviation Safety Agency; "Party" means each of Duncan Aviation, Inc. ("Duncan") and Customer, and "Parties" means Duncan and Customer. "Service" or "Services" means certain products, parts, labor and/or other services purchased by Customer from Duncan. These Terms and Conditions ("Terms and Conditions") shall prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Any additional or different terms presented by Customer are hereby objected to and shall not be binding on Duncan. Fulfillment of Customer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

2. Payment. In consideration of the provision of each Service by Duncan, Customer agrees to pay Duncan the fees as provided in each Proposal, Service Order, or Agreement, as applicable (all collectively, the "Service Order" and together with these Terms and Conditions, the "Agreement'), with respect to each Service ("Fees"). Customer shall pay Duncan the Fees upon completion of a Service, but in no event later than the release of Customer's property which is the subject of the Services, to the extent such Fees exceed the then existing Duncan credit limit in effect for Customer. If a Service is not provided at a Duncan facility, payment in full will be made prior to final sign-off. Fees covered by Customer's credit line at Duncan and not paid upon release of Customer's property which is the subject of the Services, shall be paid by Customer within thirty (30) days of invoice. Payment to Duncan for Duncan furnished parts, materials, and equipment will be C.O.D. with delivery F.O.B. the Duncan facility (or other facility) where the Services are performed, and for international orders, Incoterms 2020 Ex Works the Duncan facility where the Services are performed. Customer must notify Duncan of any billing disputes within thirty (30) days from the date of the invoice, otherwise Customer hereby agrees to such charges and Duncan will not be subject to making adjustments. Title to furnished parts, materials, and equipment will be tendered to Customer upon delivery to the Duncan facility (or other facility) where the Services are performed and be free and clear of any liens or encumbrances.

2.2 All payments made by Customer shall be made by approved company check, cash, or by wire or EFT transfer of immediately available funds pursuant to wire instructions provided by Duncan and shall be considered "paid" when available to Duncan. If payment is made by check, Duncan shall have the right to require certified funds. Payment or account questions should be directed to **Duncan Aviation's Customer Accounts Department at 402.479.1574.** Any exceptions to the payment terms in this Article 2 must be approved in writing in advance by Duncan's Customer Accounts Department.

2.3 If Customer fails to make any payment under this Agreement when due, then, in addition to such sum and without prejudice to any other rights and remedies that Duncan may have, Customer shall pay a finance charge on account balances unpaid thirty (30) days or more at the rate of 1.33% per month, or if less the highest rate permitted by applicable law, until such sum is paid in full and interest shall accrue both before and after judgment.

3. Additional Charges. Items in the Proposal listed as "estimated" are for informational purposes only. The final charges for estimated items will be based upon actual Services including parts, materials, equipment and any third-party services provided and may vary from the estimated charge. The following additional charges are not reflected in the quoted prices and, if applicable, will be paid by Customer to Duncan Aviation upon demand: (i) sales, use or excise taxes, or other similar government imposed taxes, duties and charges; (ii) charges for repairing Customer-furnished parts, components, materials or equipment determined to be unsuitable for their intended purpose; (iii) handling fees for Customer furnished parts and drop shipments equal to twenty percent (20%) of Duncan Aviation's margin for the applicable part; (iv) overtime charges approved by Customer; (v) the amount, if any, by which exchange part credits granted to Customer by Duncan Aviation exceed the amount of such credit received by Duncan Aviation from the manufacturer or supplier (e.g., unlike core fees and core bill back fees); and (vi) freight charges. Products purchased from international supplies may be subject to additional fees (international tariffs). Due to the timing nature of these additional charges, Customer acknowledges that Duncan Aviation may send and Customer agrees to pay in full any additional invoice(s) sent to Customer after the final invoice and Customer's payment thereof.

4. Delivery and Acceptance. When Duncan has completed the Services, Duncan shall as applicable, deliver the finished product to the Customer with delivery F.O.B. Duncan Aviation where the Services are performed, and for international deliveries, 2020 Ex Works the Duncan Aviation facility where the Services are performed. Customer shall have five (5) business days from receipt of the completed Service or notice of completion to inspect the Service. If Customer determines the Service does not conform with the specifications consistent with the applicable Service Order, Duncan shall upon return receipt of the Component, as expeditiously as practicable, proceed to correct or cure the defects in accordance with the applicable specifications. In the event of rejection of the Component, which is the subject of the Service, Customer will return the product to Duncan, at Customer's expense, within fourteen (14) days of written notice of rejection sent to Duncan. Customer's acceptance of any Service shall not diminish Customer's warranty rights hereunder.

5. Access. Customer shall provide Duncan Aviation access to Customer's facilities to the extent necessary for Duncan Aviation to perform a Service. Duncan Aviation, its employees and agents, shall comply with all applicable safety, health, and security policies rules and regulations promulgated by Customer or any governmental or regulatory authority. Customer shall have the right in its full and absolute discretion to deny access of any Duncan Aviation employee, agent or representative to Customer's facilities. Upon request by Customer, Duncan Aviation shall promptly remove any employee, agent, or representative performing Services at a Customer facility.

6. Substitutions. Duncan Aviation may incorporate changes in design, construction or installation and substitute equivalent equipment, accessories, parts, or material where it deems such changes will improve the quality, performance, reliability, stability, utility or appearance of the Component supplied hereunder and are approved or otherwise reasonably acceptable to the original equipment manufacturer. If any parts or materials specified or contemplated herein are not readily procurable for their intended purpose due, directly or indirectly, to governmental prohibitions, restrictions or priorities, Duncan may, subject to Customer's approval, substitute equivalent suitable parts, materials or equipment.

7. Software. Any software provided shall be subject to the terms and conditions of the supplying vendor's software license. The warranties for software shall be limited to the warranties provided by such vendor. Duncan will use reasonable efforts to assist Customer in obtaining any such third-party vendor warranties upon Customer's written request.

8. Limited Warranty.

8.1 Generally: Duncan warrants that the Services for work performed hereunder will comply with applicable FAA and other applicable governmental authority regulations in effect as of the date the Service is performed (as interpreted by (i) the FAA office having jurisdiction over the facility where the Service is performed; (ii) the designated FAA authority at the facility where the Service is performed; or (iii) other applicable governmental authority) and as follows:

8.1.1 Components: Components furnished and installed by Duncan Aviation are warranted against defects in materials and workmanship commencing from the date of return to service, installation or sale, whichever occurs first, for the following periods: (1) new and overhauled parts for one (1) year; (2) used parts for thirty (30) days; and (3) repaired parts for ninety (90) days.

8.1.2 Vendor Parts and Labor: Third party vendor parts and labor shall be limited to the warranty provided by the supplying vendor, if any. Duncan Aviation will use reasonable efforts to assist Customer in obtaining any such third-party vendor warranties upon Customer's written request.

8.1.3 Other: Except as set forth above, the Services provided by Duncan Aviation under this Agreement are warranted against defects in materials and workmanship for one (1) year, or two hundred (200) hours of flight time, whichever occurs first, commencing from return to service or installation, whichever occurs first.

8.2 Warranty Coverage Conditions:

8.2.1 Customer must provide Duncan written notice of a warranty claim, including Customer's name, Customer contact information, and a description of the subject of the warranty claim no later than twenty-four (24) hours after discovery of the defect. Claims made outside of any applicable warranty period will not be covered.

8.2.2 All warranty work will be performed by Duncan or Duncan designee at a Duncan facility, unless otherwise specifically authorized by Duncan in writing, and at a date and time mutually agreed upon in writing by Duncan and Customer.

8.2.3 Duncan, in its discretion, may test any item received for warranty work for evidence of defect. If the item is found to not be materially defective due to a warranty condition, Customer will be responsible for and agrees to pay for the test(s) performed, including any recertification costs.

8.2.4 Customer shall be responsible for all transportation costs, customs, duties, taxes, tariffs and related charges.

8.2.5 **The sole and exclusive remedy of Customer, and Duncan's sole and exclusive liability and responsibility, with respect to Duncan's warranty is limited to repair or replacement (at Duncan's option) of the nonconforming or defective Services or Component.**

8.3 Limitations and Exclusions: The warranties hereunder do not apply to: (1) normal wear and tear; (2) the consequences of accident, negligence, abuse or misuse including, without limitation, damage due to improper storage, handling, or operation or of repair, removal, reinstallation or alteration other than by Duncan; (3) Customer furnished labor, parts, materials or equipment; or (4) unauthorized repair, including, but not limited to, any alteration, modification or repair by any third party other than Duncan Aviation or Duncan Aviation's duly authorized designee, or work which, at Customer's direction, was not performed in accordance with Duncan's standard operating procedures.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF, AND THE CUSTOMER HEREBY WAIVES, ALL OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. Documentation.

9.1 Drawings, data, designs and other technical illustrations or other documentation owned or created by Customer and provided by Customer to Duncan ("Specification Information") shall remain Customer's property.

9.2 Duncan agrees to provide Customer with all Services complete, accurate drawings and a list of materials used to perform the Services. Any proprietary information or documentation which Customer may disclose to Duncan Aviation with respect to a Service shall remain Customer's property and shall be held in confidence by Duncan. Duncan shall not reproduce, use or disclose to others such information or documentation without Customer's prior written consent unless required to do so to comply with FAA, EASA or other applicable governmental authority regulations.

9.3 The provisions of this Article 9 shall survive expiration or other termination of this Agreement.

10. Limitation of Liability.

10.1 **In no event shall either Party be liable to the other Party in connection with this Agreement or any Service Order for any indirect, exemplary, incidental, consequential, special and/or punitive damages, including, without limitation, damages for loss of revenue or profits, loss of goodwill, loss of business opportunities, inconvenience, loss of time, loss of use (including costs associated with substitute or replacement aircraft), diminution of value or loss of market value, or inconvenience, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, or otherwise, and regardless whether the Party has reason to know or in fact knows of the possibility thereof even if informed of the possibility of any such damages or such were foreseeable. In the event Duncan Aviation physically damages Customer's property, Customer's sole and exclusive remedy, and**

Duncan Aviation's sole and exclusive liability, is limited to the repair or replacement (at Duncan's option) of the damaged portion of the property.

10.2 Notwithstanding the termination of this Agreement for any reason, the provisions in this Article 10 shall survive such termination.

11. Force Majeure. Except with respect to the payments of Fees due Duncan from Customer hereunder, neither Party shall be liable or responsible for any failure or delay to meet its obligations under this Agreement due to any cause beyond its reasonable control, including, without limitation, (i) government embargoes or other government acts that interfere with a Party's performance; (ii) any other acts or failure to act of any government, including delays, failure, or refusal to grant approvals by the FAA, EASA or other aviation authority; (iii) blockades; (iv) seizure or freeze of assets; (v) fires, earthquakes, floods, severe weather conditions, or any other acts of God; (vi) pandemics or epidemics (vii) labor strikes or lockouts; (viii) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (declared or not) or impending threat of any of the foregoing if reasonably expected to cause injury to people or property; or (ix) shortages of or inability to obtain materials, data, parts, equipment or supplies.

12. Insurance. Duncan shall obtain, at its expense, and maintain in effect throughout the term of this Agreement, with companies that are rated a minimum of "A-" in Best's Insurance Guide, or in the case of non-domestic carriers the AM Best equivalent, Comprehensive Aviation Liability Insurance, including, but not limited to, Product Liability/Completed Operations, Premises Liability, Hangarkeepers Liability, Workers' Compensation, Employer's Liability, and any additional insurance required by law or agreed upon in writing between the Parties.

13. FAA Certification. Duncan represents and warrants that it is an FAA certificated repair station and that its technicians shall at all times during the term of this Agreement maintain the qualifications and certifications required by the FAA for their respective duties.

14. Regulatory Authority Compliance. Duncan represents and warrants that it will, at all times throughout the term of this Agreement, comply with all applicable FAA, EASA and all other applicable governmental authority rules and regulations, including, without limitation, maintaining an FAA approved drug and alcohol program.

15. Confidentiality.

15.1 This Agreement and all documents, data, information and other materials which are disclosed by one Party to the other Party in fulfilling the provisions and intent of this Agreement, are and shall be confidential (the "Confidential Information"). Neither Party shall divulge or otherwise disclose the Confidential Information to any third party without the prior written consent of the other Party, except that either Party may make disclosure on a need-to-know basis to those employees required for the implementation or performance of this Agreement and in cases where disclosure is required by applicable judicial or administrative order or subpoena. Upon termination of this Agreement for any reason or upon request of a Party, each Party shall return all Confidential Information, together with any copies of the same, to the other Party or confirm in writing to the other Party the destruction of all Confidential Information then in such Party's possession. The requirements of confidentiality set forth herein shall survive the return of such Confidential Information or termination of this Agreement for a period of two (2) years.

15.2 Nothing herein shall be construed as granting any right or license under any copyrights, trademarks, service marks, trade names, inventions, or patents now or hereafter owned or controlled by either Party.

15.3 Neither Party shall, without first obtaining the other Party's written consent, use any trademark, service mark or trade name of the other Party or refer to the subject matter of this Agreement or the other Party in any promotional activity or otherwise, nor disclose to others any specific information about the subject matter of this Agreement. Neither Party shall issue any publication or press release relating directly or indirectly to this Agreement without the other Party's express written consent.

15.4 The provisions of this Article 15 shall survive expiration or other termination of this Agreement.

16. Default.

16.1 A default shall occur under this Agreement if: (a) in the case of any other material breach of this Agreement, a Party fails to cure such breach within ten (10) days after notice specifying such breach; or (b) any of the following occur: (i) a Party makes or has attempted to make any assignment for the benefit of its creditors or any compositions with creditors, files a voluntary petition, action or proceeding in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief, or (ii) an involuntary petition, action or proceeding in bankruptcy or other insolvency protection is filed against either Party and not dismissed within sixty (60) days thereafter, or (iii) a Party is "bankrupt" or "insolvent" within the meaning of the laws of its jurisdiction of organization.

16.2 In the event of any default hereunder, the non-defaulting Party may terminate this Agreement and/or pursue any legal remedies it may have under applicable law or principles of equity, including specific performance.

17. Assignment and Transfer Restrictions. Customer shall not transfer or assign all or any part of this Agreement or any of its respective rights and/or obligations arising hereunder, or delegate any duties, burdens, or obligations arising hereunder, without Duncan's express written consent. A transfer or assignment in violation of this Article 17 shall constitute a material breach of the Service Order and shall be null and void from its inception. If any such consent is given, the assignor nevertheless shall remain jointly and severally liable with the assignee for all of assignor's obligations under this Agreement.

18. Representations. Each Party represents and warrants to the other that: (a) the representing Party has full right and authority to enter into this Agreement and that by entering into this Agreement, the representing Party is not in violation of its charter or bylaws, or any law, regulation or agreement by which it is bound or to which it is subject; (b) the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite corporate action, that the signatories for such Party hereto are authorized to sign this Agreement; (c) the representing party is a business entity duly organized and validly existing and in good standing under the laws of its jurisdiction of organization; and (d) there are no actions, suits or

proceedings pending or threatened against the representing Party before any court or administrative agency that would materially impair such Party's performance under this Agreement.

19. Compliance with Laws and Regulations. Each Party represents to the other Party that it has complied with and, will continue to comply with at all times during the term of this Agreement, all relevant anti-corruption and anti-money laundering laws to the extent that they apply to such Party's obligations and activities stipulated in this Agreement, including, without limitation, the United States Foreign Corrupt Practices Act (FCPA). Each Party further represents that, in all matters relating to this Agreement, it has acted, and will continue to act, in strict compliance with internationally accepted ethical and business integrity standards. Each Party represents to the other Party that (i) such Party has a code of ethics (or functionally equivalent document) ("Code") which guides the conducts of the Party's employees, officers and directors, (ii) such Code contains anti-corruption provisions consistent with internationally accepted ethical and business integrity standards, and (iii) such Party maintains internal procedures reasonably designed and conceived to enforce and promote compliance with the anti-corruption provisions of the Code, which includes, inter alia, training, monitoring, auditing and disciplining provisions. Each Party represents to the other Party that it has not and will not, offer, promise, or give to any employee, officer, agent or representative of the other Party, any amount of money, personal services, credit or other thing of value. In no event shall a Party be allowed to offer, promise or give to, or request or demand from, the other Party any payment or thing of value which can potentially impact a business decision of the other Party in the context of this Agreement.

20. Export Control. Each Party agrees that it will comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. Sec. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq; and the Export Administration Regulations, 15 C.F.R. 730-744; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, each Party agrees that it will not transfer any export-controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to such Party or such Party's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

21. General.

21.1 Waiver. No waiver by either Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the other Party. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The failure of either Party to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

21.2 Governing Law and Venue. The Services performed by Duncan, and all the terms and conditions of this Agreement, shall be subject to and interpreted in accordance with the laws of the State of Nebraska, irrespective of its choice of law rules and the United Nationals Convention on Contracts for the International Sale of Goods. The Parties agree that any litigation, disputes or claims arising from or relating to the Services performed or the terms of this Agreement shall be resolved exclusively in either federal or state court located in Lincoln, Lancaster County, Nebraska, and Customer hereby consents to the exclusive jurisdiction of such courts to resolve any such litigation, disputes or claims.

21.3 Notices. All notices required or permitted under this Agreement shall be in writing and submitted to the Party at its Notice Address as indicated in the Agreement. Notices will be deemed received when delivered either:

21.3.1 Two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or

21.3.2 One (1) business day after deposit for next day delivery with a commercial overnight carrier provided or the carrier obtains a written verification of receipts from the receiving Party; or

21.3.3 One (1) business day after electronic or facsimile transmission supported by an electronic delivery receipt or written confirmation of receipt from the receiving Party (with the original to immediately follow).

21.4 Modification. This Agreement may only be modified or supplemented by an instrument in writing executed by authorized representatives of each Party and specifically stating that the Parties intend to modify or supplement this Agreement.

21.5 Relationship of the Parties. The relationship between Customer and Duncan Aviation shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to tax purposes. Customer and Duncan, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

21.6 Severability. If any term, covenant or condition contained in this Agreement is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21.7 Counterparts. The Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. A signature via facsimile or PDF (or digital or photocopy), or electronic counterparts signed and transmitted by facsimile or e-mail, shall be valid and have the same effect as signed originals.