

Site Terms and Conditions

The use of the Duncan Aviation, Inc. ("Duncan") e-commerce website (the "Site") and, unless otherwise agreed, the sale of products and services offered on this Site are governed by the terms and conditions set forth below (the "Terms and Conditions").

YOUR USE OF THIS SITE IN ANY MANNER, WHETHER BROWSING OR MAKING A PURCHASE, CONSTITUTES YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ THE TERMS AND CONDITIONS AND THAT YOU AGREE TO FOLLOW AND BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE SITE TERMS OR ANY SUBSEQUENT MODIFICATION THEREOF, DO NOT ACCESS, BROWSE, OR OTHERWISE USE THIS SITE.

DUNCAN RESERVES THE RIGHT TO MODIFY OR CHANGE THESE TERMS AND CONDITIONS AT ANY TIME BY POSTING UPDATED TERMS AND CONDITIONS ON THIS SITE. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU SHALL CEASE USING THIS SITE. IF YOU DO NOT CEASE USING THIS SITE, YOU WILL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE CHANGE.

Please note that other terms may apply to any web pages linked to this Site, including with respect to products and services offered by Duncan affiliates and/or suppliers.

Privacy Policy

Use of any personal information you submit to us is governed by the Duncan Privacy Policy.

Children

This Site is not directed toward children and no one under the age of 18 is permitted to open a Duncan account and order products and services from us.

Terms of Sale

Unless you have entered into a separate agreement with Duncan, all sales from this Site are governed by Duncan's Terms and Condition of Sale. You should refer to these Terms and Conditions of Sale to learn more about our payment and shipping terms, as well as product returns and order cancellations. By ordering and/or accepting delivery of any products or services from us, you agree to be bound by these Terms and Conditions of Sale. These Terms and Conditions of Sale are subject to change by Duncan posting an updated Terms and Conditions of Sale at the Terms of Conditions of Sale webpage. If any modification is unacceptable to you, you shall cease using this Site and refrain from making purchases on this Site. If you do not cease using the Site, you will be conclusively deemed to have accepted the change. Therefore, you also should review the Terms and Conditions of Sale each time you make a purchase or submit an order.

Usage Restrictions

This Site includes an online catalog of product and part information obtained from Duncan and its suppliers, as well as other information, data, databases, text, screen displays, page layouts, images, graphics, sound, logos, icons, links, software and programs, all of which may be modified, supplemented or removed from time to time by Duncan and/or its affiliates and suppliers

(collectively, the "Content"). You may access and view the Content appearing on this Site solely for your personal and/or internal business use, and if you register with us by completing the New E-Commerce Account Form, for purposes of ordering products and services. Use of this Site does not include and you are prohibited from, without limitation: (i) downloading and storing the Content in whole or in significant part; (ii) renting, leasing, loaning, selling or sublicensing the Content or otherwise providing third parties with access to the Content; (iii) making derivatives of the Content or the Site; (iv) using data mining, robots, spiders or similar methods to gather and extract the Content; (v) decompiling, reverse engineering, or disassembling the Site; and (vi) except as otherwise permitted herein, copying, modifying, reproducing, distributing, displaying or transmitting all or any portion of the Content or this Site. You may download, copy and print specific part-look up, ordering and sales information and any legal notices, provided that you (a) retain all copyright, trademark or other proprietary notices contained on the Content, (b) do not modify or alter the Content in any way and (c) do not make the Content available to any third party. Duncan reserves complete title and full intellectual property rights in any Content that you download from this Site. You agree to comply with all applicable laws and regulations, including without limitation U.S. export and re-export control laws and regulations regarding the transmission of technical data exported from the United States or the country in which you reside. You further agree to comply with all local laws, regulations and rules regarding online conduct.

Proprietary Rights

The Duncan logos and trademarks, as well as other marks, trade names, trademarks and logos on this Site, are the properties of their respective owners. You may not use, reproduce, copy or manipulate such logos in any manner without the prior written consent of the owner. You may not use, frame or utilize framing techniques to enclose any Duncan or any of its affiliates' or suppliers' trademarks, logos or other proprietary information, including without limitation the images, text and other Content found at this Site and the layout or design of any webpage without Duncan's express written consent. The entire Content of this Site is subject to copyright, trademark, or other proprietary rights or licenses held by Duncan or a Duncan affiliate or by third parties who have licensed their rights to Duncan. All Content is copyrighted as a collective work under the U.S. and international copyright laws and Duncan owns, to the fullest extent allowed by such law, the copyright in the arrangement, coordination, enhancement and selection of such Content and this Site.

Modification of Content

Duncan reserves the right to modify or update the Content at any time without prior notice to you for any reason, including without limitation to correct any errors or inaccuracies in the Content.

Submissions by You

This Site is not intended for submission of confidential information, except for information submitted by you in connection with a transaction, which information will be subject to the Duncan Privacy Policy. You agree that any other comments, suggestions, ideas, information and data submitted by you to Duncan through this Site or other affiliated Sites ("Submission") shall be treated as non-confidential and shall become, including with respect to any associated intellectual property rights, the sole property of Duncan without acknowledgement or compensation to you. You hereby assign to Duncan all right, title and interest in and to the Submissions. You warrant that you have the right to grant the rights granted to Duncan herein with respect to such Submissions and that such Submissions do not and will not infringe upon another party's

intellectual property rights. You are responsible and solely liable for any Submission you upload to or transmit through this Site.

YOU AGREE TO INDEMNIFY AND HOLD DUNCAN AVIATION, INC. ("DUNCAN") AND ITS AFFILIATES HARMLESS FROM ANY CLAIM, ACTION, DEMAND, LOSS OR DAMAGES (INCLUDING ATTORNEYS' FEES) MADE OR INCURRED BY ANY THIRD PARTY ARISING OUT OF OR RELATING TO YOUR CONDUCT, YOUR VIOLATION OF THESE SITE TERMS AND CONDITIONS, OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

Links to Third Party Sites

This Site may contain links to other sites that are neither owned nor operated by Duncan (although some such sites may have an affiliation with Duncan) (collectively, the "Third-Party Sites"). Such links are provided for your convenience only. Duncan makes no representations whatsoever about any Third-Party Sites that you may access through this Site, as Duncan has no control over the content appearing on such Third-Party Sites. Moreover, a link to a Third-Party Site does not imply and does not constitute sponsorship, endorsement, approval or responsibility for the content on, or the use of, such Third-Party Site. No rights to use or copy the information on this Site or the Third-Party Site is granted or implied. The privacy policies applicable to Third Party Sites may differ significantly from the Duncan Privacy Policy. You are encouraged to review the applicable privacy policies of such Third-Party Sites. DISCLAIMERS: THE USE OF THIS SITE IS INTENDED FOR PERSONS POSSESSING APPROPRIATE TECHNICAL SKILL AND KNOWLEDGE. THE PARTS AND PRODUCTS SOLD HEREUNDER ARE NOT MANUFACTURED BY DUNCAN, AND DUNCAN HAS NO KNOWLEDGE OF AND ASSUMES NO LIABILITY WITH RESPECT TO HOW SUCH PARTS AND PRODUCTS ARE USED. THE CATALOG INFORMATION PROVIDED ON THIS SITE DOES NOT CONSTITUTE A PARTS OR MAINTENANCE MANUAL APPROVED BY THE FEDERAL AVIATION ADMINISTRATION ("FAA"), AND IT IS NOT INTENDED TO REPLACE THE MANUAL PROVIDED BY DUNCAN'S SUPPLIERS. USERS SHOULD INDEPENDENTLY VERIFY THE SUITABILITY AND LEGALITY OF EACH PRODUCT FOR ITS INTENDED PURPOSE BEFORE THE PRODUCT IS INSTALLED ON AN AIRCRAFT BY MEANS OF AN APPROPRIATE PARTS OR MAINTENANCE MANUAL, OR OTHER APPROVED FAA DOCUMENTATION. DUNCAN DOES NOT WARRANT THE ACCURACY, INTEGRITY OR COMPLETENESS OF THE CONTENT PROVIDED IN THIS SITE, INCLUDING ANY SUBMISSIONS, ADVICE OR OTHER SIMILAR INFORMATION OBTAINED BY YOU FROM US OR THROUGH THIS SITE. DUNCAN DOES NOT MAKE ANY REPRESENTATION THAT THE CONTENT OR ANY SUBMISSIONS PROVIDED ARE APPLICABLE OR APPROPRIATE FOR USE IN LOCATIONS OUTSIDE OF THE UNITED STATES. ALL CONTENT ON THIS SITE, INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS AND ANY ADVICE THAT MAY BE GIVEN TO YOU OVER THIS SITE, ARE PROVIDED "AS IS" AND ALL USE OF THIS SITE IS AT YOUR OWN RISK. DUNCAN DISCLAIMS, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND LIABILITIES OF DUNCAN, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THIS SITE AND ANY CONTENT ON THIS SITE, INCLUDING, BUT NOT LIMITED TO, ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY OF NON-INFRINGEMENT; (C) IMPLIED WARRANTY OF COURSE OF DEALING OR TRADE USAGE; AND (D) CLAIM IN TORT (INCLUDING NEGLIGENCE). IN ADDITION AND WITHOUT LIMITING THE FOREGOING, WHILE DUNCAN ATTEMPTS TO ENSURE YOUR ACCESS TO AND USE OF THIS SITE IS REASONABLY SAFE, YOU ACKNOWLEDGE THAT DUNCAN DOES NOT REPRESENT OR WARRANT THAT THIS SITE WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THIS SITE AND THE SERVER THAT MAKES THIS SITE AVAILABLE ARE FREE FROM

ERRORS, DEFECTS, DESIGN FLAWS OR OMISSIONS OR FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

IN NO EVENT SHALL DUNCAN, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUCCESSORS OR ASSIGNS OR OTHER REPRESENTATIVES BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE-WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES) ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, INABILITY TO USE, OR RESULTS OF USE OF, THIS SITE OR ANY CONTENT ON THIS SITE, OR ANY INFORMATION OR PRODUCT DESCRIBED IN THE ONLINE CATALOG EVEN IF FORESEEABLE OR DUNCAN OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THIS SITE AND THE CONTENT THEREON, OR THE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THIS SITE. IF ANY PORTION OF THIS LIMITATION IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN DUNCAN'S TOTAL LIABILITY TO YOU SHALL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, IN WHICH CASE THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Enforcement

By accessing and using this Site, you agree that your access and use of this Site is subject to the Terms and Conditions, and all applicable laws, as governed by the laws of the State of Nebraska, without giving effect to any principles or conflicts of laws. You agree that any action at law or in equity arising out of or relating to these Site Terms and Conditions shall be filed only in state or federal court located in the state of Nebraska, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms and Conditions.

Termination

Duncan reserves the right to protect this Site and the Content from any perceived misuse. In such event and notwithstanding any language in these Site Terms and Conditions to the contrary, Duncan reserves the right to terminate your registration and block or prevent your future access to and use of this Site without notice to you.

Social Media

Duncan's social media accounts (Facebook, Twitter, LinkedIn, Glassdoor, Instagram and YouTube) ("Social Sites") are a place for you to learn more about us. Duncan is not responsible for third party content posted or appearing on these Social Sites, including but not limited to content and links posted by users. Duncan does not control or endorse nor is it responsible for third party content and makes no representations regarding the accuracy of content, information,

opinions, claims or advice shared by Duncan followers. Duncan does not condone or allow use of social media community space for content not related to Duncan. We reserve the right to remove postings that are: (a) abusive, defamatory or obscene; (b) fraudulent, deceptive or misleading; (c) in violation of copyright or intellectual property laws; (d) contain advertising or SPAM; (e) and any other content that Duncan may deem inappropriate. Duncan reserves the right to ban and block individuals who do not follow these basic rules of engagement. We are excited that you've decided to visit our social media accounts, and we look forward to sharing our stories with you. When visiting these Social Sites, you should also be aware of and familiarize yourself with the site owner's terms of service as posted on the Social Sites.

Miscellaneous

These Site Terms and Conditions, including with respect to orders of products and services the Terms and Conditions of Sale and the terms set forth in the Customer Account Form, constitute the entire agreement between you and Duncan with respect to use of this Site. These Site Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and Duncan with respect to this Site. No modification of the Site Terms and Conditions shall be effective unless authorized by Duncan. If any provision of the Site Terms and Conditions is found to be contrary to law, then such provision(s) shall be constructed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect.

Comments and Questions

You may submit your questions or comments regarding use of this Site, the registration process or the Terms of Sale by sending an email to the following address: prs.salesteam@duncanaviation.com, by using the chat function on the Site or by calling applicable support phone number as provided on this Site. Please include your name, phone number, and email address with your questions.