

**STANDARD TERMS AND CONDITIONS OF SALE FOR AVIATION REPAIR SERVICES PERFORMED BY GKN
AEROSPACE CHEM-TRONICS INC. AND ITS AFFILIATES**

1. DEFINITIONS

As used herein the following terms, when capitalized, shall have the following meanings:

“Affiliate” means, with respect to any entity, any other entity that directly or indirectly controls, is owned by, controlled by, or under common ownership or control of such entity. For the purposes of the Terms and Conditions, Affiliate shall also include any operations in which GKN and a third-party have entered into a shelter agreement for the operation of a manufacturing and/or repair facility in Mexico.

“Antiboycott Laws” means all Laws that encourage or require US individuals and companies to refuse to participate in or cooperate with foreign boycotts that are not sanctioned by the US government, including the Anti-Boycott Act of 2018 (Title XVII, Subtitle B, Part II or Pub. L. No. 115-232), the Export Administration Regulations, Part 760, Restrictive Trade Practices and Boycotts of the Export Administration Regulations (EAR) (15 C.F.R. pt. 760 (2008)), and the Ribicoff Amendment to the Tax Reform Act of 1976, which added Section 999 to the Internal Revenue Code of 1986, as amended.

“Component” means any blade or other part (or component thereof) delivered by Customer to GKN for Services.

“Contract” means any agreement or purchase order between GKN and the Customer for Services.

“Customer” means the purchaser of any Services provided by GKN.

“FAA” means the United States Federal Aviation Administration.

“Facility” means any GKN owned repair facility in North America, Asia, or Europe that is capable of performing the Services.

“GKN” means GKN Aerospace Chem-tronics Inc., GKN Engine Systems Component Repair Sdn Bhd, or any other Affiliate of GKN Aerospace performing Services for Customer.

“Governmental Authority” means any federal, state, local, foreign government, or political subdivision thereof; or any agency or instrumentality of such government or political subdivision; or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations; or orders of such organization or authority have the force of Law); or any arbitrator, court, or tribunal of competent jurisdiction.

“Law” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, order, or other requirement or rule of law of any Governmental Authority applicable to the performance of Services.

“OEM Manual” means the manual published by the original equipment manufacturer of the

applicable Component.

"OFAC" means the Office of Foreign Assets Control of the US Treasury.

"Order" means a purchase order or written request by Customer to GKN to perform Services.

"Price" means the price of the Services and any other payment to be made by the Customer to GKN for performing Services for Customer.

"Representatives" means, with respect to a party, its officers, directors, employees, counsel, accountants, financial advisers, and other authorized representatives.

"Services" means the supply of aviation repair services by GKN at the request of Customer. The types of services provided by GKN are further defined, but not limited, by Section 11 below.

"Unrepairable Component" means any blade or other part (or component thereof) delivered by Customer to GKN for Services, that cannot be repaired to meet the minimum specifications provided by Customer for the Component sought to be repaired or that such Component does not meet an applicable FAA certification requirement. Such determination shall be made by GKN during the inspection of the fan blade prior to or following a repair attempt.

2. GENERAL

The Contract is entered into and all quotations are given subject to these Terms and Conditions, which may only be amended or waived by written agreement between GKN and Customer. No Contract is binding until GKN has accepted in writing an Order placed by the Customer. If these Terms and Conditions differ from the terms of any offer made or order placed by the Customer, any subsequent communication by GKN constitutes a counteroffer and not acceptance of such terms by GKN. Any quotation issued by GKN will not form a binding agreement until GKN dispatches a written acknowledgement to the Customer. GKN may withdraw any quotation without notice to Customer. Customer agrees that GKN has the unilateral right to select which Facility will perform Services on behalf of Customer.

3. DESCRIPTIONS

All photographs, drawings, descriptions and details in GKN catalogues, price lists and other documents are only indicative of the type of product or Services available and do not constitute warranties, conditions or representations. No report, representation, advice, communication or statement made by a representative of GKN shall be binding on GKN unless expressly contained herein. GKN reserves the right to incorporate improvements in the general development of its Services and may charge for mandatory modifications to the Services to include, but not limited to, changes in federal, state, or local laws or regulations.

4. PRICE

- 4.1 Prices are valid only with respect to the quantities, delivery dates, and rates specified in the relevant quotation. All Prices are exclusive of, and subject to the addition of, any applicable duties, tariffs and taxes, including sales or use tax and any value added tax, at the rate in effect at the relevant tax point.
- 4.2 GKN reserves the right, by written notice to the Customer at any time prior to delivery, to adjust

the Price to account for increases in costs arising from factors beyond GKN's reasonable control, including: costs of components or equipment not manufactured by GKN; raw materials and general commodities; freight or insurance charges; currency exchange rate fluctuations; duties, taxes, or surcharges; and any improvements or mandatory modifications required under Section 3.

5. PAYMENT

- 5.1 Unless otherwise agreed in writing, all payments shall be made in full, without deduction or withholding in U.S. dollars within net thirty (30) days of date of invoice and free of setoff or counterclaim. Customer will make payment to the GKN entity listed on the invoice. If Customer is legally required to withhold a portion of a payment, the price shall be adjusted or grossed up so that the net payment to GKN remains the same. Failure by the Customer to make payment in accordance with the terms agreed shall, without prejudice to any other remedies GKN may have, render the Customer liable to pay interest upon the total sums outstanding calculated at the rate of four percent (4%) per annum above the Federal Funds Rate as published by the Federal Reserve Bank of New York from time to time, calculated from the date of delivery of the relevant Components, such interest accruing on a daily basis and being payable on demand. Time for payment is of the essence of the Contract.
- 5.2 For the avoidance of doubt, GKN's right to full payment of the applicable Price shall not be affected by any return of Components to Customer prior to payment in full.

6. DELIVERY AND TRANSIT; RISK OF LOSS

- 6.1 Delivery Terms. Unless otherwise agreed in writing, the following delivery terms apply:
- (a) *Inbound shipment to GKN*: Any shipment from Customer to GKN shall be subject to DDP (*Delivered Duty Paid; Incoterms 2020*) to the address of the GKN Aerospace facility performing the Services, which may be located in North America, Asia, or Europe. GKN will notify Customer at the time of the Order of the specific facility address to which Components are to be delivered.
- (b) *Outbound shipment from GKN*: Any shipment from GKN to Customer shall be subject to FCA (*Free Carrier; Incoterms 2020*) (Incoterms 2020) at the address of the GKN facility performing the Services, which may be located in North America, Asia, or Europe. GKN will notify Customer at the time of the Order of the specific facility address from which Components will be dispatched. GKN shall ensure that Components are packaged in a commercially reasonable and appropriate manner when picked up by the carrier/courier, but shall have no liability for any loss or damage to Components thereafter, regardless of the shipping arrangements applicable to, or accounts used for, any shipment.
- 6.2 Delivery Time. Any periods quoted for delivery or dispatch are estimates only and GKN shall not be liable for any deviations thereto.
- 6.3 Partial deliveries. GKN shall be entitled to make partial deliveries or deliveries by installments, and these terms and conditions shall apply to each partial delivery.
- 6.4 Storage costs. Where Components are ready but cannot be dispatched for any reason related to the Customer, GKN shall be entitled to make a reasonable charge to Customer in respect of storage

of the Components or any other costs incurred by GKN as a result thereof.

7. INSPECTION AND ACCEPTANCE; CLAIMS

7.1 Inspection and Acceptance on Delivery. Customer shall inspect all Components promptly upon receipt. Where Components are accepted by Customer without inspection, they shall be deemed to have been received in good order and condition, unless the carrier's electronic delivery record or equivalent delivery documentation is endorsed at the time of delivery to indicate that the Components were not examined.

7.2 Claims Notification. Any claim arising from loss or damage to Components in transit must be notified in writing to both GKN and the relevant carrier:

- (a) in the case of shortage or damage identified upon delivery: within seven (7) calendar days of receipt of the Components; or
- (b) in the case of total loss of Components in transit: within twenty-one (21) calendar days of the date of consignment.

Failure to notify within the applicable period shall extinguish any claim against GKN arising from such loss or damage.

8. COMPONENT ANALYSIS; DISPOSAL OF UNREPAIRABLE COMPONENTS

8.1 Unless otherwise agreed in writing, GKN will upon receipt of Components carry out such tests and inspections as it deems necessary to assess the Components and their need of repair. Any additional tests or inspections required by the Customer, and the cost thereof, shall be mutually agreed by the Parties.

8.2 In the event that a Component is deemed to be an Unrepairable Component, GKN shall notify Customer via email or other means of communication, of the Component type, the serial number (if applicable), and the quantity of the Unrepairable Component(s).

8.3 Customer shall then have seventy-two (72) hours to provide GKN with a decision regarding the disposition of the unrepairable Component(s).

8.4 The Customer shall have the following options: 1) request that GKN return the Component to Customer at Customer's expense via Customer's desired shipping method; 2) request that GKN scrap the Unrepairable Component at GKN's cost, with any recycling proceeds retained by GKN; or 3) request additional testing of the Component by GKN, at Customer's expense.

8.5 If Customer has not provided GKN with its election within 72 hours after receipt of a notification by GKN, GKN shall be authorized to scrap the unrepairable Component.

8.6 In lieu of scrapping an Unrepairable Component, GKN shall be authorized to conduct additional testing of the Component to further its development of repair procedures and methods. Following the conduct of any inspections or testing, such Unrepairable Component(s) shall be scrapped in accordance with Section 8.5.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 GKN Ownership. As between GKN and Customer, all intellectual property rights (“IPR”) — including without limitation all patent rights, design rights, copyrights, trade secrets, know-how, and other proprietary rights, whether registered or unregistered – in or relating to GKN's repair methods, techniques, processes, tooling, specifications, and procedures, whether pre-existing or developed or improved during the performance of the Services, shall remain the exclusive property of GKN. Nothing in this Contract shall be construed as transferring, assigning, or licensing any such IPR to Customer.
- 9.2 No Broader License. Customer's entitlement under this Contract is limited to receipt of the benefit of the Services performed on the relevant Components. No license or other right to use GKN's IPR is granted to Customer beyond what is strictly necessary to receive that benefit, and no such license shall be implied from the performance of the Services or any course of dealing between the parties.
- 9.3 Customer Information. To the extent Customer provides GKN with technical data, maintenance records, or other information relating to the Components for the purpose of performing the Services, Customer grants GKN a limited, non-exclusive, non-transferable license to use such information solely for that purpose. GKN shall not use such information for any other purpose without Customer's prior written consent, and shall handle it in accordance with Section 10 of this Contract. Customer warrants that any such information provided to GKN does not infringe the intellectual property rights of any third party.
- 9.4 Confidentiality. Each party shall keep the other party's IPR and proprietary technical information confidential in accordance with the obligations set out in Section 12 of this Contract. Customer shall not use, transmit, or otherwise disclose GKN's Confidential Information or IPR for any purpose unrelated to the performance of this Contract.

10. CONFIDENTIAL INFORMATION

- 10.1 Definition. “Confidential Information” means all non-public, confidential, or proprietary information disclosed by either Party (as the “**Discloser**”) to the other Party (as the “**Recipient**”) whether disclosed orally or disclosed or accessed in visual, written, electronic, or other tangible or intangible form or media, and whether or not marked, designated, or otherwise identified as “confidential,” including but not limited to all: (a) information concerning the Discloser's past, present, and future business affairs including finances, products, services, organizational structure, internal practices, forecasts, and sales; (b) unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, and other confidential intellectual property; (c) designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; (d) any third-party confidential information included with, or incorporated in, any information provided by the Discloser; and (e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (“**Notes**”) prepared by the Discloser or its Representatives that contain, reflect, or are derived from, in whole or in part, any of the foregoing. Except as required by applicable federal, state, or local law or

regulation, Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to the public other than as a result of any breach of this Section by the Recipient or any of its Representatives; (ii) is obtained by the Recipient or its Representatives on a non-confidential basis from a third-party that, to the Recipient's knowledge, was not legally or contractually restricted from disclosing such information; (iii) the Recipient establishes by documentary evidence that the Confidential Information was in the Recipient's or its Representatives' possession prior to disclosure by the Discloser hereunder; or (iv) the Recipient establishes by documentary evidence that the Confidential Information was or is independently developed by the Recipient or its Representatives without using any of the Discloser's Confidential Information.

10.2 Recipient Obligations. Each Party acknowledges that it may gain access to or become familiar with the other Party's Confidential Information. Except as set out in this Section, each Party, as the Recipient of the other Party's Confidential Information, shall:

- (a) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Contract, or otherwise in any manner to the Discloser's detriment, including without limitation, to reverse engineer, disassemble, decompile, or design around the Discloser's proprietary services, products, know-how, and/or confidential intellectual property;
- (c) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Contract; (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Contract;
- (d) be responsible for any breach of this Section 10 caused by any of its Representatives; and
- (e) notify the Discloser in writing within five (5) business days of any misuse or misappropriation of the Confidential Information of the Discloser that comes to the Recipient's attention.

10.3 Required Disclosure. The Recipient may disclose the Discloser's Confidential Information under applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (each, a "**Legal Order**") or pursuant to any other request or process of any legal, regulatory, governmental, or supervisory authority (each, a "Legal Request"), provided that the Recipient shall first make commercially reasonable efforts to provide the Discloser with:

- (a) to the extent legally permitted, prompt written notice of such Legal Order or Legal Request so that the Discloser may seek, at its sole cost and expense, a protective order or other remedy; and

- (b) reasonable assistance, at the Discloser's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order or Legal Request to disclose any Confidential Information, the Recipient (or its Representatives or other persons to whom such Legal Order or Legal Request is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order or Legal Request specifically requires or requests the Recipient to disclose and, on the Discloser's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

10.4 Return or Destruction of Confidential Information. On the expiration or termination of this Contract or at any time during or after the term of this Contract at the Discloser's written request, the Recipient and its Representatives shall promptly return to the Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information or destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and certify in writing to the Discloser that such copies have been destroyed. Notwithstanding the foregoing, the Recipient may retain any copies of Confidential Information, regardless of whether such copies are in original form, when such Confidential Information is:

- (a) included in any materials that document a decision to terminate this Contract with the Discloser, or otherwise to cease communications with the Discloser;
- (b) required to comply with the Recipient's internal record-keeping policies or any applicable federal, state or local law, regulation, or regulatory authority to which it is subject; or
- (c) maintained as archive copies on the Recipient's disaster recovery and/or information technology backup systems. Such copies will be destroyed on the normal expiration of the Recipient's backup files.

The Recipient shall continue to be bound by the terms and conditions of Section 10 regarding any such Confidential Information retained in accordance herewith.

10.5 Remedies.

- (a) The Parties acknowledge and agree that money damages would not be a sufficient remedy for any breach or threatened breach of this Section 10 by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

- (b) Each Party further agrees that it shall (i) not oppose the granting of such relief on the basis that the non-breaching Party has an adequate remedy at law; (ii) pay any fees and expenses, including reasonable attorneys' fees and court costs, that the non-breaching Party may incur in enforcing this Contract; and (iii) indemnify and hold harmless the non-breaching Party for any losses arising out of a breach of this Section by the breaching Party.

11. GKN LIMITED WARRANTY AND SCOPE OF WORK

11.1 Limited Warranty. GKN warrants that the Services shall be free from defects in workmanship and shall be performed in accordance with the applicable OEM Manual (the "Limited Warranty"). The scope of GKN's obligations under the Limited Warranty in respect of each Service type is as follows: for Overhaul, GKN shall disassemble the Component as appropriate, clean the Component, inspect it in accordance with the applicable OEM Manual, carry out all repairs necessary in accordance with the applicable OEM Manual, and reassemble the Component to the extent previously disassembled; for Repair, GKN shall perform the requested repair in accordance with the applicable OEM Manual; and for Inspection, GKN shall inspect the Component in accordance with the applicable OEM Manual. Where an applicable OEM Manual requires a particular action to be taken, such action may alternatively be performed in accordance with such other methods, techniques, and practices as are acceptable to the Administrator of the Federal Aviation Administration.

11.2 Warranty Remedies. As Customer's sole and exclusive remedy for any breach of the Limited Warranty, GKN shall, at its sole option, either re-perform the defective Services or issue a credit to Customer for the Price paid in respect of the defective Services. The foregoing remedy is available only in respect of defects in GKN's workmanship or materials (fair wear and tear excluded) identified within one (1) year, or within one thousand (1,000) flight hours of use (whichever first expires), after the date of certification by GKN, and only if:

- (a) Customer promptly notifies GKN in writing upon discovery of the defect and returns the defective Component to GKN in accordance with the Return Material Authorization procedure set out in Section 11.3, with all transportation charges prepaid by Customer; and
- (b) GKN's examination of the returned Component establishes, to GKN's reasonable satisfaction, that the defect exists and has not been caused by misuse, neglect, improper installation or repair, alteration, accident, or inadequate storage.

This Limited Warranty extends solely to the Services performed by GKN and does not extend to any products, parts, or components not manufactured, overhauled, or repaired by GKN. GKN shall have no liability beyond the remedies expressly provided in this Section 11.2 for any breach of the Limited Warranty.

11.3 Return Material Authorization ("RMA") Procedure:

- (a) Prior to returning any Component(s) to GKN for evaluation, Customer must request an RMA number from GKN's customer service. Customer must provide the following information to GKN's customer service: (i) Part Number(s); (ii) Serial Number(s); (iii) Original purchase order number(s); and (iv) A detailed description of the failure or problem.

- (b) Customer must reference the RMA number(s) on all return paperwork accompanying the Component(s).

11.4 THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES, AND ALL OTHER CONDITIONS, WARRANTIES AND OTHER TERMS IMPLIED BY STATUTE, COMMON LAW, EQUITY OR OTHERWISE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

12. EXCLUSION OF LIABILITY

12.1 Subject to Section 11, the following provisions set out the entire financial liability of GKN (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any matters relating to the Contract including without limitation:

- (a) any breach of the Contract;
- (b) any use made by the Customer of the Services or of any Component or product incorporating any of the Services; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

12.2 EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL CONDITIONS, WARRANTIES AND OTHER TERMS IMPLIED BY STATUTE, COMMON LAW OR EQUITY, ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

12.3 Subject to Section 12.2:

- (a) GKN's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to ten percent (10%) of the Price paid for the Services (save where Section 6.2 applies); and
- (b) GKN shall not be liable to the Customer for any: (a) loss of profit; (b) loss of business; (c) depletion of goodwill and/or similar losses; (d) loss of anticipated savings; (e) loss of contract; (f) loss of use; (g) loss or corruption of data or information; (h) reputational harm; or (i) any special, indirect, incidental, consequential or pure economic loss, costs, damages, charges or expenses whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13. FORCE MAJEURE

13.1 GKN shall not be liable for delay in performance or for non-performance in whole or in part of its obligations under the Contract directly or indirectly resulting from causes beyond the control of GKN or of GKN's suppliers including, but not limited to, acts of God, acts of the Customer or a third party, terrorist attack, hostilities, embargoes, sabotage, civil disturbance, government regulations, strikes, lock-outs or other industrial action, epidemic, pandemic, or public health emergency declared by a competent Governmental Authority, flood, fire, impact, explosion, adverse weather, delay in delivery to GKN or GKN's suppliers or shortage of any services, products or materials.

13.2 In any such event GKN may without liability extend the time for performing the Contract, cancel the Contract, or reduce the volume of the Services ordered by the Customer. If the Contract is cancelled pursuant to this Section 15, GKN shall be entitled to payment for any Services performed prior to the date of cancellation, calculated on a pro-rata basis, and neither party shall have any further liability to the other in respect of Services not yet performed as at the date of cancellation.

14. BREACH AND FINANCIAL CONDITIONS

14.1 If any of the Customer's obligations to GKN under this Contract are not fulfilled or if the Customer's financial condition at any time does not in GKN's reasonable judgment justify continuance of the Contract on the terms of payment specified, GKN may, without prejudice to any other rights it may have, by notice in writing cancel any outstanding Order or suspend any deliveries of or work on any of the Services unless the Customer makes such payment for any of the Services ordered as GKN may require.

14.2 In addition to any rights of lien to which GKN may by law be entitled, while any amount remains due to it from the Customer, GKN shall be entitled to a general lien for such amount on all property of the Customer in GKN's possession (whether paid for by the Customer or not).

15. HEALTH AND SAFETY

Customer shall take all reasonable steps to ensure that the Components and the Services are handled and used safely and without risk to health, including by:

- (a) packaging, labelling, and transporting all Components submitted for Services to GKN in compliance with all applicable Laws, including any regulations governing the transport of hazardous or dangerous materials;
- (b) notifying GKN in writing prior to submission of any Component that contains, or has been exposed to, any hazardous, toxic, or radioactive material, and providing all relevant material safety data as required for GKN to handle such Component safely;
- (c) ensuring that all Components returned following completion of the Services are installed, operated, and maintained in compliance with all applicable Laws, the relevant OEM Manual, and any applicable FAA requirements; and
- (d) ensuring that any Customer personnel who access GKN's facilities in connection with the Services comply with GKN's health and safety policies and procedures as notified by GKN from time to time.

16. CUSTOMER'S PROPERTY; INSURANCE

16.1 Risk of Loss. Any property of the Customer received by GKN, whether received for repair, overhaul, inspection, or any other purpose in connection with the Services, will be held by GKN at the Customer's risk as regards loss or damage howsoever arising (whether due to GKN's negligence or otherwise). The Customer shall also accept liability in cases where quantity, quality, or delay in delivery of Customer-supplied materials or parts inhibit GKN's performance of the Services.

16.2 Customer acknowledges and agrees that it is Customer's responsibility, at all times, to keep the

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Components insured for the Customer's own account against any loss or damage to the Components.

17. CUSTOMER REPRESENTATION

17.1 Customer agrees that it has:

- (a) advised GKN if the Component was previously inspected and determined not repairable or rejected; and
- (b) included with the Component any prior documentation that the Component was determined not repairable or rejected.

17.2 GKN shall have no liability for any failure or defect in the Services to the extent arising from or attributable to Customer's failure to comply with the representations set out in this Section 19.

18. GOVERNING LAW AND JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of New York, without reference to its choice or conflict of laws principles, and the courts of competent jurisdiction located in New York shall have non-exclusive jurisdiction to hear all disputes arising in connection with this Contract. The 1980 United Nations Convention for the International Sale of Goods shall not apply to any dispute under this Contract.

19. COMPLIANCE WITH LAWS

19.1 General Compliance with Laws Covenant. Customer shall at all times comply with all Laws applicable to this Contract and Customer's performance of its obligations hereunder, including but not limited to all laws, policies, and regulations related to the performance of Services and shall at all times comply with all directions, orders, requirements and instructions given to Customer by any authority competent to do so under any applicable Law. Without limiting the generality of the foregoing, Customer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Services and (b) not engage in any activity or transaction involving the Services, by way of shipment, use, or otherwise, that violates any applicable Law, including without limitation the laws of Malaysia, the European Union, the United States, and any other jurisdiction applicable to the performance or use of the Services.

19.2 OFAC Representation and Warranty. Customer represents and warrants that it is in compliance with the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other Laws administered by OFAC or any other Governmental Authority imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against countries ("Embargoed Countries") and entities designated in such Laws (collectively, "Embargoed Targets"). Customer certifies that it is not an Embargoed Target or otherwise subject to any Economic Sanctions Law applicable to the Services contemplated in this Contract.

19.3 OFAC Covenant. Without limiting the generality of Section 19.1, Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not:

- (a) directly or indirectly export, re-export, transship, or otherwise deliver the Components or Services to an Embargoed Target; or
- (b) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

19.4 Anti-boycott Laws. Without limiting the generality of Section 19.1, Customer shall comply with, and not take any action that violates, any Anti-boycott Laws. Without limiting the generality of the foregoing, Customer shall not:

- (a) refuse, or agree to refuse, to do business with Israel or any other nation or company subject to a boycott not endorsed by the United States;
- (b) discriminate against, or agree to discriminate against, any Person on the basis of race, religion, sex, national origin, or nationality;
- (c) furnish, or agree to furnish, information about the race, religion, sex, national origin, or nationality of another person; or
- (d) furnish, or agree to furnish, information about business relationships with or in Israel or any other nation or company subject to a boycott not endorsed by the United States.

19.5 Export Regulation (EAR and ITAR) Covenant. Customer acknowledges that the Services may be subject to US export control Laws and regulations, including the Export Administration Regulations for which the Export Control Reform Act of 2018 provides permanent statutory authority, and the International Traffic in Arms Regulations administered by the US Department of State. Without limiting the generality of Section 19.1, Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, or release any Services or Components to any jurisdiction or country to which, or any party to whom, the export, re-export or release of the Services or Components is prohibited by applicable federal or foreign Law. Customer shall be responsible for, and indemnify GKN for, any breach of this Section by its, and its successors' and permitted assigns', parent, Affiliates, employees, officers, directors, customers, agents, distributors, resellers, or vendors that are not Customer or Customer's Representatives. Without limiting the generality of Section 19.1, Customer shall comply with all applicable federal and foreign Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, or releasing any Services or Components. Customer shall provide prior written notice of the need to comply with such Laws to GKN and any Person which it has reason to believe is obtaining any such Services or Components with the intent to export.

19.6 Foreign Corrupt Practices Act Representation and Warranty. Customer and its Representatives are in compliance with the Foreign Corrupt Practices Act of 1977, as amended ("**FCPA**"). Neither Customer nor any of its Representatives has:

- (a) used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity or to influence official action;
- (b) made any direct or indirect unlawful payment to any foreign or domestic government official

or employee from corporate funds;

- (c) made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment; or
- (d) failed to disclose fully any contribution or payment made by Customer (or made by any Person acting on its behalf of which Customer is aware) that violates the FCPA.

Customer shall maintain compliance with the FCPA throughout the term of this Contract and shall promptly notify GKN upon becoming aware of any actual or potential violation of the FCPA by Customer or its Representatives in connection with the performance of this Contract.

20. SEVERANCE

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability, or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

21. NO WAIVER

Failure or delay by GKN in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by GKN of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

22. THIRD-PARTIES

The Parties to the Contract do not intend that any terms of the Contract shall be enforceable by any third party that is not a party to the Contract.

23. ASSIGNMENT

GKN may assign the Contract, or any part thereof, to any person, firm, or company without limitation. Customer shall not be entitled to assign the Contract, or any part thereof, without the prior written consent of GKN.

24. INDEMNITY

24.1 Indemnification. Subject to the terms of this Contract, Customer shall indemnify, defend, and hold harmless GKN and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, the "**Indemnified Party**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Contract (collectively, "**Losses**"), arising out of or resulting from any third-party claim to the extent attributable to:

- (a) Customer's breach of any representation, warranty, or obligation set forth in this Contract;
- (b) any negligent or more culpable act or omission of Customer or its employees, agents, or

subcontractors (including any recklessness or willful misconduct) in connection with the performance of Customer's obligations under this Contract;

- (c) any bodily injury, death, or damage to real or tangible personal property caused by any act or omission of Customer or its employees, agents, or subcontractors; or
- (d) any failure by Customer or its employees, agents, or subcontractors to comply with any applicable Law.

24.2 Limitations on Indemnification. Notwithstanding anything to the contrary in this Contract, Customer shall not be obligated to indemnify or defend GKN against any claim to the extent that such claim or the corresponding Losses arise out of or result from the negligence or willful misconduct of GKN or its employees, agents, or personnel.