

Unison Industries, LLC Standard Terms and Conditions of Sale: Sale of Products, Repairs, or Overhaul Services

Except as otherwise agreed, these standard terms and conditions of sale ("Terms and Conditions") of Unison Industries, LLC, a Delaware limited liability company ("Seller" or "Unison"), together with any conditions in Seller's proposal, are the only terms applicable to the sale of goods and the repair or overhaul of Buyer-furnished items. The Terms and Conditions and all terms contained in Seller's proposal are collectively referred to herein as the "Agreement." If there is any conflict or inconsistency between these Terms and Conditions and the Seller's proposal, the terms of Seller's proposal will take precedence. "Buyer" means the person or entity purchasing Products, Repairs, or Overhauls from Seller. "Repair or Overhaul Item" includes all labor and materials used by Seller to restore Buyer-furnished items to serviceable condition and all other work Seller has agreed to supply. These Terms and Conditions govern exclusively and supersede any terms in Buyer's purchase order ("PO"). Buyer accepts these Terms and Conditions and stated prices when Seller acknowledges the PO or begins performance. Seller expressly rejects any terms submitted by Buyer.

ARTICLE I - PRICE

- A. All prices are in United States Dollars and are as quoted by Seller or as published in Seller's current price lists or catalogs. Prices include Seller's standard factory testing, inspection, and packaging. Any additional testing, inspection, or packaging required by Buyer is at Buyer's expense. Subject to Article V (Taxes), all prices exclude taxes.
- B. Prices are subject to adjustment as specified in the proposal or accepted PO.
- C. Any change in price resulting from a Buyer-directed change will be agreed upon prior to any change of production equipment and prior to Seller's manufacture of modified goods.

ARTICLE II - DELIVERY, TITLE AND RISK OF LOSS

- A. Delivery of Products. Seller shall deliver new goods, components, spare parts, equipment, or materials sold hereunder ("Products") to Buyer. All delivery terms are per Incoterms (2020 Edition).

(i) For Products shipped to a domestic U.S. destination, delivery is Ex Works ("EXW") Seller's place of manufacture. (ii) For Products shipped outside the U.S., delivery is Free Carrier ("FCA") Seller's place of manufacture. EXW or FCA, as applicable, shall be the "Delivery" for the relevant shipment.

Title and risk of loss or damage to such Products shall pass to Buyer upon Delivery.

Repair or Overhaul Items. Repair or Overhaul Items shall be delivered Duty Paid ("DDP") to Seller's designated repair facility per Incoterms (2020 Edition) ("Repair Delivery").

Seller shall redeliver Repair or Overhaul Items to Buyer as follows: (i) For Items shipped to a domestic U.S. destination, delivery is EXW Seller's place of manufacture per Incoterms (2020 Edition). (ii) For Repair or Overhaul Items shipped outside the U.S., delivery is FCA Seller's place of manufacture per

Incoterms (2020 Edition). EXW or FCA, as applicable, shall be the "Redelivery" for the relevant shipment.

Buyer is responsible for providing correct information for timely export and import of Products and Repair or Overhaul Items. Buyer shall reimburse Seller for any costs from customs clearance delays, including storage fees.

For DDP international repair or overhaul delivery, Buyer becomes the "Shipper" and "Exporter" and assumes the corresponding Incoterms obligations, including risk of loss until delivery, export clearance costs, and transportation costs from foreign origin to the U.S. repair facility. All other delivery-related costs (including carrier, agent, handling, storage, and export charges) are payable by the Shipper. The Shipper must ensure its international invoice and clearance documents comply with U.S. customs requirements. Contact Seller with questions regarding delivery of Repair or Overhaul Items to U.S. repair facilities.

- B. If Delivery or Redelivery is delayed or interrupted because Buyer fails to provide transportation, work scope, repair information, authorizations, instructions, historical information, or parts, the specified turn time shall not commence until Buyer corrects such deficiencies and shall be extended by the period of delay. Redelivery dates for Repair or Overhauled Items are approximate and assume prompt receipt by Seller of all necessary information and Buyer's compliance with these Terms and Conditions, including payment terms. If a Repair or Overhaul Item is determined to be non-repairable and no alternative disposition is provided within 10 calendar days of notification to Buyer, Seller has the right to scrap and dispose of the Repair or Overhaul Item in accordance with applicable regulatory requirements and approved material handling and disposal procedures.
- C. Seller may deliver all or any part of a PO in advance of the scheduled Delivery or Redelivery date.
- D. If any Product or Repair or Overhauled Item cannot be delivered when ready due to any cause in Article IX (Excusable Delays), Seller may place such item into storage (at Seller's facility or place of manufacture). Seller shall notify Buyer of storage, and Seller's

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Delivery or Redelivery obligations shall be deemed fulfilled. Title and risk of loss pass to Buyer upon storage. Amounts otherwise payable upon Delivery or Redelivery are due upon Seller's invoice. Buyer shall reimburse Seller for all storage-related expenses, including preparation, handling, inspections, preservation, and insurance. Upon full payment, Seller shall cooperate with Buyer in removing stored items.

- E. If special tooling is required for Buyer-specific requirements, title and possession of all tools remain with Seller. The tooling shall be used only for Buyer's requirements unless otherwise agreed by the parties.

ARTICLE III - PAYMENT

- A. Payment shall be in United States Dollars at a U.S. bank acceptable to Seller. Payment terms are as stated in the proposal or accepted PO and may include advance or partial payments, with the balance due upon Delivery or Redelivery. If payment terms are not stated, payment is due net thirty (30) days after the date of Seller's invoice or thirty (30) days after Delivery or Redelivery, whichever occurs first.
- B. When payment is by letter of credit, the letter of credit shall: (a) be established at Buyer's expense; (b) be in favor of and acceptable to Seller; (c) be consistent with these Terms and Conditions and the proposal or accepted PO; (d) be maintained in sufficient amounts and for the period necessary to cover all payment obligations; (e) be irrevocable; (f) be issued or confirmed by a prime U.S. bank acceptable to Seller within fifteen (15) days after acceptance of the PO; (g) permit partial deliveries; (h) provide for pro rata payments upon Seller's invoice and certificate of Delivery or Redelivery (EXW Seller's facility or into storage); and (i) provide for payment of storage charges, export shipment costs, price adjustments, and cancellation or termination charges.
- C. If Buyer fails to make timely payments, or if Buyer's financial condition does not, in Seller's judgment, justify continued performance on the agreed payment terms, or upon commencement of bankruptcy or reorganization proceedings or Buyer's potential insolvency, Seller may require full or partial advance payment or cancel any outstanding PO and receive reimbursement for reasonable cancellation charges, including charges for work already performed.
- D. To secure full and timely payment and Buyer's performance, Buyer grants Seller a continuing lien and security interest in all Products delivered to Buyer, all Repair or Overhaul Items owned by Buyer, and all Seller spare parts used in connection with these items.

Buyer irrevocably appoints Seller as its attorney-in-fact, with full power of substitution, to take any action and execute any documents necessary to carry out this Article, including filing any financing statement,

lien, or notice required by applicable law to protect Seller's security interest, all as fully as Buyer might do.

If Buyer fails to make any payment when due, Seller may, at its option: (a) charge interest on late payments from the due date to the date of remittance at 3% above the Prime rate per annum as published in The Wall Street Journal, not to exceed the maximum rate permitted by applicable law; or (b) terminate or suspend performance of all or any portion of this Agreement.

ARTICLE IV - INSPECTION AND TEST

Quality control for Products and Repair or Overhaul Items shall be in accordance with Seller's standard commercial quality control practices. Seller may deliver items with evidence of inspection by Seller's quality control representative. A Certificate of Inspection signed by Seller's quality control representative is conclusive as to inspection and testing.

ARTICLE V - TAXES AND DUTIES

Unless otherwise specified, Seller shall pay all corporate and individual taxes on net income or profit imposed by the United States on Seller, its employees, or subcontractors in connection with this Agreement ("Seller Taxes").

Buyer shall pay, including through a Seller-applied surcharge as applicable, all taxes, duties, fees, or charges of any nature (including ad valorem, consumption, excise, franchise, gross receipts, import, license, property, sales, stamp, storage, transfer, turnover, use, or value-added taxes, and any related withholding, deficiency, penalty, addition to tax, interest, or assessment), other than Seller Taxes, imposed by any governmental authority on Seller, its employees, or subcontractors in connection with this Agreement ("Buyer Taxes").

In addition to the price for items delivered hereunder, Buyer shall pay to Seller, upon demand, or furnish evidence of exemption from, any Buyer Taxes resulting from any sale, delivery, redelivery, transfer, use, export, import, or possession of such items or otherwise in connection with this Agreement. If a claim is made against Seller for Buyer Taxes, Seller shall promptly notify Buyer and, if requested by Buyer, shall not pay except under protest and shall use reasonable efforts to obtain a refund. If any refund is obtained, Seller shall repay to Buyer the portion Buyer paid. Buyer shall reimburse Seller, upon demand, for all expenses (including penalties and interest) incurred in protesting payment and seeking a refund.

ARTICLE VI - PACKING AND MARKING

Products and Repair or Overhaul Items shall be packed in accordance with Seller's standard commercial practice unless otherwise specified in the PO. Seller shall comply with Buyer's reasonable written instructions for markings on invoices, bills of lading, packing lists, correspondence, and shipping containers.

ARTICLE VII - GOVERNMENT AUTHORIZATIONS AND EXPORT SHIPMENTS

- A. Both Parties shall comply with all applicable customs, export-control, and sanctions laws, regulations, and orders, including, without limitation:
- (i) International Traffic in Arms Regulations (ITAR)
 - (ii) Export Administration Regulations (EAR)
 - (iii) Foreign Assets Control Regulations, Substance Control Act 1976; and applicable non-US customs, export control, and sanctions laws and regulations (collectively, "ITC Laws").
- B. Buyer shall not export, re-export, or otherwise transfer any Seller products or any other items provided by Seller, including technical data, to or for the end use by any party prohibited from receiving such items, or for any prohibited end use, under embargoes, sanctions, debarment orders, and/or denied party designations pursuant to applicable ITC Laws.
- C. If authorization is required pursuant to applicable ITC Laws, each Party shall: (i) use reasonable efforts to obtain such authorizations; and (ii) be individually responsible for compliance with all authorization requirements pursuant to applicable ITC Laws.
- D. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed and Buyer shall not thereby be relieved of its obligation to pay Seller.
- E. Buyer shall immediately notify Seller if Buyer becomes subject to any applicable embargoes, sanctions, debarment orders, or denied party designations pursuant to applicable ITC Laws, or if Buyer's export privileges are otherwise denied, suspended or revoked in whole or in part by any applicable Government entity or agency.

ARTICLE VIII - DUTY DRAWBACK

In accordance with 15 CFR 191.28 and 15 CFR 191.33(b)(2), Buyer agrees to waive the right to claim drawback and assign such right to Seller.

- (i) Buyer disclaims any rights or interests in drawback relating to all engines, engine kits, and other Products manufactured by Seller and previously or subsequently exported and gives blanket endorsement of drawback rights to Seller, the importer or manufacturer of the exported articles.
- (ii) Buyer shall not authorize itself to claim drawback on these exportations, nor will Buyer authorize any other entity to do so.
- (iii) Buyer agrees to provide Seller with proofs of export to support its drawback program as required by U.S. Customs. This disclaimer will remain in effect until cancelled in writing.

ARTICLE IX - EXCUSABLE DELAYS

- A. Seller shall not be liable for delays or failures to perform due to causes beyond its reasonable control,

including acts of God, acts or omissions of civil or military authority or government, government priorities, fires, strikes, labor disputes, work stoppages, floods, epidemics, pandemics, war (declared or undeclared), riot, transportation delays, or inability to obtain necessary labor, materials, fuels, or components on a timely basis.

- B. Upon any such delay, the Delivery or Redelivery date shall be extended by the period of delay, even if the delay occurs after Seller's performance has already been delayed for other causes. This provision does not relieve Seller from using best efforts to avoid or remove such causes and to resume performance with reasonable dispatch. Seller shall promptly notify Buyer of any such delay or likely delay and keep Buyer advised of schedule changes.
- C. If a delay under this Article extends beyond six (6) months and the parties have not agreed on a revised basis to continue the work, either party may terminate the delayed work upon thirty (30) days' written notice. Upon termination, Buyer shall pay Seller's termination charges (including for work already performed) upon Seller's invoice.

ARTICLE X - WARRANTY

- A. Seller warrants to Buyer that Products furnished under these Terms and Conditions will conform to Seller's drawings and applicable specifications and will be free from defects in material and workmanship at the time of Delivery. Products are manufactured to Seller's drawings and specifications and delivered per approved Acceptance Test Procedures (ATP), if any. Seller further warrants that Repair and Overhaul work will be free from defects in workmanship at the time of Redelivery. The warranty begins upon Delivery or Redelivery (as applicable) and extends for the earliest of: one (1) year from Delivery or Redelivery, six (6) months from installation, or one thousand (1,000) hours of operation. Repair or Overhauled Items under this warranty are subject to this clause for the unexpired portion of the original warranty period only.
- B. If a non-conforming item is identified within the warranty period, Buyer shall notify Seller within thirty (30) days of discovery. Buyer must submit a warranty claim for Seller's validation. Upon receipt, Seller shall evaluate the claim and, at Seller's option, repair, replace, or re-perform the repair or overhaul for valid claims. Buyer is responsible for round-trip transportation costs. If Seller determines the item is conforming, Buyer shall pay Seller's costs of inspection, testing, disassembly, reassembly, retesting, and transportation. This warranty applies only if the Product or Repair or Overhaul Item is stored, installed, operated, handled, maintained, and repaired in accordance with the manufacturer's then-current manuals, bulletins, or written instructions.

- C. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY**

MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; AND THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTY AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SELLE.

FOR THE PURPOSES OF THE EXCLUSIVE REMEDIES AND LIMITATIONS OF THE LIABILITY SET FORTH IN THIS ARTICLE X, "SELLER" SHALL BE DEEMED TO INCLUDE SELLER, ITS SUBSIDIARIES, AND THEIR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, AND SELLERS OF ALL OF THEM.

- D. Seller's liability under this warranty shall not exceed the cost of correcting the defect as provided above and shall terminate upon expiration of the shortest warranty period in paragraph A. This is Buyer's sole remedy and Seller's sole liability for breach of warranty, whether in contract, warranty, tort, product liability, or otherwise.

ARTICLE XI - PATENTS, COPYRIGHTS, INTELLECTUAL PROPERTY ("IP")

- A. Seller shall defend any claim or proceeding brought against Buyer based on a claim that any Product, part, or material supplied by Seller, or process used by Seller for the Product or Repair or Overhaul Item, constitutes an infringement of any U.S. patent or copyright, provided such material or process is used in accordance with Seller's specification and without further combination.
- B. Seller's liability under this Article is conditioned upon Buyer promptly notifying Seller in writing and giving Seller exclusive authority, information, and assistance (at Seller's expense) for the handling, defense or settlement of any claim. If such material is held to constitute infringement and its use is enjoined, Seller shall, at its expense and option: (1) settle or defend the claim, (2) procure for Buyer the right to continue using the material, (3) replace or modify the item with a non-infringing alternative, or (4) refund the applicable purchase price.
- C. The preceding paragraph does not apply to (1) any material, process, or part of Buyer's design or specification, or used at Buyer's direction, or (2) any material furnished hereunder used in conjunction with other apparatus, articles, or materials. For such material, process, or use, Seller assumes no liability for patent, copyright, or IP infringement, and Buyer shall indemnify and hold Seller harmless from any claim or liability, including costs and expenses of defense, on the same terms as Seller's obligations to Buyer above.
- D. Buyer acknowledges that all IP is Seller's (or its licensor's or affiliate's) property, and Buyer shall have no rights in such IP except where such rights are

explicitly set forth in a written agreement between Seller and Buyer.

- E. **THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF BUYER AND THE SOLE LIABILITY OF SELLER FOR PATENT, COPYRIGHT, or IP INFRINGEMENT BY ANY PRODUCT, PART OR MATERIAL FURNISHED HEREUNDER, OR REPAIR PROCESS PERFORMED HEREUNDER, AND IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN ARTICLE XII, LIMITATION OF LIABILITY. THE PATENT WARRANTY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT WARRANTIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY.**

ARTICLE XII - LIMITATION OF LIABILITY

- A. Seller's liability, including the liability of its affiliates, employees, subcontractors, and suppliers, for any claim arising from performance or nonperformance hereunder or from the manufacture, sale, Delivery, Redelivery, resale, repair, overhaul, replacement, or use of any item or service, whether based in contract, warranty, tort, product liability, patent infringement, or otherwise, shall be limited to direct damages and shall not exceed the portion of the PO price allocable to the item or service giving rise to the claim.
- B. Seller's liability terminates upon expiration of the warranty period in Article X. In no event shall Seller or its subcontractors or suppliers be liable for any special, consequential, incidental, indirect, punitive, or exemplary damages, or damages from loss of use or loss of profits, regardless of cause of action.
- C. Buyer shall indemnify and hold Seller harmless from any claims, liabilities, and losses resulting from use of non-Unison parts provided by Buyer for installation into Buyer's equipment or received as part of Buyer's equipment and reinstalled by Seller during Repair, where such parts were acquired from non-OEM-approved sources having an FAA Parts Manufacturing Authority ("PMA Part"). The warranty in Article X does not apply to PMA Parts. Seller does not warrant the condition, installation, maintenance, repair, or overhaul of PMA Parts. At Seller's discretion, PMA Parts may not be eligible as Trade-in Parts for Seller's Rotable Pool.

ARTICLE XIII - INFORMATION

- A. Unless otherwise agreed in writing, any information Buyer discloses or has disclosed to Seller in connection with any sale, Product, and Repair or Overhaul Item shall not be deemed confidential or proprietary and is acquired free from any restriction on use or disclosure.
- B. Any information Seller discloses to Buyer regarding the design, manufacture, sale, or use of Products or Repair or Overhauled Items, and that Seller identifies as proprietary, shall be held in confidence by Buyer

and shall not be reproduced, used, or disclosed without Seller's prior written consent.

- C. Paragraph B does not apply to information that: (1) is or becomes publicly available other than through Buyer's breach; (2) was, as shown by written records, known to Buyer before receipt from Seller, as shown by written records; (3) was independently developed by Buyer before receipt from Seller, as shown by written records; or (4) is disclosed to Buyer without restriction by a third party with the right to do so.

ARTICLE XIV - TERMINATION

Unless otherwise agreed, Buyer may not cancel, modify or reschedule any order within the applicable quoted lead time or agreed frozen schedule period. If Buyer cancels an order in whole or in part, Seller will be entitled, within thirty (30) days, to reimbursement for all unpaid invoices and the costs of settling any claims for necessary termination of related sub-contracts, as well as payment at the contract price for finished product, work in process, and raw material in inventory or on order provided that Seller is not able, in its judgment, to use such product, inventory or raw material for other purposes within thirty (30) days of Buyer's cancellation. A Buyer-directed rescheduling delay that exceeds thirty (30) days will be deemed a cancellation.

ARTICLE XV - BUYER QUALIFICATIONS

- A. Buyer represents that it is, or is acting on behalf of (1) an airline or other aircraft owner/operator, (2) an authorized / licensed repair station, (3) an authorized engine overhaul or component repair facility, (4) an engine owner or engine/aircraft leasing company, (5) any other FAA authorized operation that is currently engaged in one of the above or will be engaged within one hundred and twenty (120) days after execution of the purchase order, or (6) an operation which possesses a signed license or repair agreement with Seller in which is specified the purchase of parts or manuals to fulfill the agreement. The Buyer, if not one of (1) through (6) above, has the responsibility to submit to Seller a "Material Certification" with each part submitted for repair which includes as a minimum the following information: Part Number; Serial Number; Description.

The Certification must state the following:

The material is repairable; the original manufacturer of the hardware is the OEM or an authorized licensee; the material was not obtained by any US Government or Military source; and that the hardware was not subject to severe stress or heat as in the case of a major engine failure, accident, or fire. This certification must be signed by a duly authorized officer / inspector of the company.

- B. Upon Seller's request, Buyer shall furnish written evidence that meets the qualifications of paragraph A. of this Article XV.

ARTICLE XVI - NON-STANDARD WORK (REPAIR ONLY)

- A. When Buyer's repair and overhaul requirements necessitate operations or processes in the nature of "salvaging" parts, the work is accepted on a "best efforts" basis and Seller shall not be liable for Repair yield.
- B. Buyer shall be responsible for the Repair price when unsatisfactory metal finishing occurs due to metal imperfections, changes in grade or composition of materials, manufacturing and/or fabrication imperfections, uses for which the finishing operation was not reasonably designed and similar variables beyond Seller's reasonable control.

ARTICLE XVII - GENERAL PROVISIONS

A. DISPUTES/ARBITRATION

- (1) Resolution by Senior Executives. If a dispute arises under the Agreement ("Dispute"), either party (the "Disputing Party") may give written notice to the other (the "Receiving Party") requesting resolution by their respective executive officers. Within fifteen (15) days after receipt, the Receiving Party shall submit a written response. Each notice and response shall include the party's position and supporting reasons. The executive officers shall meet within forty-five (45) days after the Disputing Party's notice, at a mutually acceptable time and place, and as often as reasonably necessary, to use commercially reasonable efforts to resolve the Dispute.
- (2) Arbitration. If the executive officers cannot resolve the Dispute within one hundred twenty (120) days after the Disputing Party's notice, either party may submit the Dispute to binding arbitration in New York, New York (or another mutually agreed location) under the Commercial Arbitration Rules of the American Arbitration Association then in effect.
- (3) Arbitration Procedure. Each party shall select one arbitrator, and the two arbitrators shall select a third neutral arbitrator within ten (10) days of their appointment. If they cannot agree, either party may request the American Arbitration Association to appoint the third arbitrator. The arbitral tribunal may hold pre-hearing conferences and adopt reasonable procedures, including discovery. The Agreement shall be interpreted under the substantive laws of the State of New York, without regard to its conflict of laws provisions. Reasonable examination of witnesses in oral hearings is permitted. Each party bears its own costs. The award shall include findings of fact and reasons, and shall be final, binding, and non-appealable; judgment may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek judicial relief to prevent

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disclosure of confidential information or protect a proprietary right.

- (4) Exclusivity; Confidentiality. The dispute resolution process in this Article is the parties' exclusive remedy for any Dispute. All statements and documents provided or exchanged in connection with this process shall not be disclosed unless such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is available to the receiving party on a non-confidential basis from a source not prohibited from disclosing it; or (c) is required to be disclosed under applicable law or legal process, after notice and an opportunity to contest.

- B. Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any affiliate, and Buyer shall execute any documents necessary to complete such assignment or novation. Buyer also consents to Seller's assignment of its accounts receivable under the Agreement to any party.

Buyer shall not assign a PO or any rights or obligations thereunder without Seller's prior written consent, which shall not be unreasonably withheld. Buyer's consent is not required for Seller to substitute a subsidiary or affiliate as the contracting party and recipient of payments for all or any portion of the PO. Seller shall notify Buyer in writing of any such substitution.

- C. Any Buyer incorporated or based outside the United States irrevocably and unconditionally waives any immunity from legal action or process on the grounds of sovereignty or otherwise with respect to its obligations under any PO. This waiver is irrevocable in all jurisdictions.
- D. No waiver, alteration, or modification of these Terms and Conditions is binding unless in writing and signed by Seller's authorized representative.
- E. If any provision of these Terms and Conditions is invalid, in whole or in part, the remaining provisions remain in full force and effect.
- F. Except as expressly provided, these Terms and Conditions are for the benefit of the parties only and do not confer rights on any third party.
- G. Neither party shall disclose any terms of this Agreement to a third party without the other party's prior written approval, except that:

- (1) Disclosure may be made to government agencies and courts as required for official purposes, with a suitable restrictive legend limiting further disclosure.
- (2) Either party may state the existence and general purpose of this Agreement without the other's approval.
- (3) Seller may disclose the terms of this Agreement to its affiliates.

- H. The English language shall be used in the interpretation and performance of these Terms and Conditions and any PO accepted by Seller.

- I. Seller's failure to enforce any provision or to require Buyer's performance at any time does not affect the validity of these Terms and Conditions or Seller's right to enforce them thereafter. Seller's actual performance is not indicative of Seller's obligations hereunder.

- J. Exchange Hardware (Repair Only): The part returned to the customer after maintenance may have been originally received from another customer, who is willing to accept repaired parts from a "pool" of other customer-owned hardware. The customer must include the statement "Exchange" (or similar) on their repair purchase order accompanying the hardware.

Non-Exchange Hardware: Part returned to the customer after maintenance is the same part originally submitted to Seller for repair from that customer. The customer must include the statement "Non-Exchange" (or similar) on their repair purchase order accompanying the hardware.

- K. Nothing contained in these Terms and Conditions shall convey to Buyer any right to use the trademarks of Seller or any affiliated company.
- L. Nuclear Use. If any Products sold hereunder are used in connection with the handling of nuclear weapons or material, Seller disclaims all liability for any nuclear or other damages, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence of any degree) or otherwise.
- M. Third Parties. Except as expressly provided elsewhere in the purchase order, a person who is not a party to this agreement shall not have any rights under the purchase order.