

# STANDARD TERMS AND CONDITIONS

## **1. DEFINITIONS**

“Buyer” means Greenpoint Technologies, Inc.

“Customer” means Buyer’s customer and any subsequent user of Goods.

“Goods” means all products, documents, data, software and other information or items under the Order.

“Order” means Buyer’s purchase order, this agreement’s terms and conditions, and other requirements otherwise made a part of this agreement.

“Schedule” means on dock and delivery dates specified on the purchase order or other schedules mutually agreed upon between the parties.

“Seller” means Buyer’s supplier identified on a purchase order subject to the terms and conditions herein.

“Services” means all services furnished or to be furnished to Buyer under the Order.

“SOW” means statements of work, specifications, or any other instructions or technical descriptions, including those of Seller’s, to which Seller must conform in providing Goods and Services hereunder.

## **2. ORDER ACCEPTANCE**

Acceptance of Buyer’s purchase orders by Seller, and Seller’s performance thereunder, are expressly limited to and governed by terms and conditions in the Order. Buyer rejects Seller’s terms or conditions in proposals, acknowledgements, or in otherwise acknowledging or accepting the Order. Acceptance of Goods and Services will not constitute acceptance of Seller’s terms and conditions. Any of the following Seller acts constitutes Order acceptance: signing a copy of the Order; delivery of, or beginning work on, any Goods or Services; informing Buyer in any manner of commencement of performance; or returning Seller’s own form of acknowledgment.

Seller represents and warrants Order price is based on its review of commercial and technical requests for proposal submitted to Seller by Buyer, and of the Order, which collectively are sufficient to establish the nature and complexity of Goods and Services absent engineering, data, and drawings or any other more detailed documentation or information that may become available at a later time. Seller expressly waives any claims or defenses that late or incomplete performance of Goods or Services, or increase in the Order price arises out of its misapprehension or mistake regarding the scope, nature or complexity of the Goods or Services.

Notwithstanding anything that may be interpreted to the contrary herein, the Order price includes, at Seller’s cost and expense, all work force, software, space, tools, and any other resources or personnel, in order to complete the Goods and Services, and Seller obligations under the Order. Seller shall not initiate a request, nor be eligible, for price increase, except for additional work and changes as provided for in this agreement.

## **3. BUYER QUALITY AUDIT RIGHT**

Work under the Order is subject to Buyer audit at Seller’s and its subcontractors’ facilities. Access to these facilities and all records relating to engineering, manufacturing and inspection of Goods and Services, and applicable documentation shall be available to Buyer, Customer, and regulatory authorities during performance of Goods and Services, and shall be retained as required by the relevant FAA rules and regulations. Seller shall provide, without additional charge all reasonable facilities and assistance for such inspections and tests. Any such inspections or test by Buyer or Customer shall be performed in such a manner as not to unduly delay the work.

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## **4. PERFORMANCE, DATA, DOCUMENTATION, AND CERTIFICATION**

Seller shall perform, produce and deliver the Goods and deliverables under applicable Services strictly in accordance with the Order, SOW, and Schedule.

Where applicable to Goods and/or Services, Seller shall, at its cost, provide all required data and documentation in order for Buyer or Buyer's designated representative to obtain the Supplemental Type Certificate ("STC") required for Buyer's installation and operation of Seller's Goods. Such data and documentation shall be accurate, complete and free from errors and omissions. Seller shall complete all such data and documentation according to Schedule. All data provided shall be approvable (FAA Form 8110-3) by designated certification authority without further review or modification by Buyer. Seller shall obtain applicable certificates or approvals such as, but not limited to, Prototype Part Conformity (FAA Form 8130-9), qualification approvals or TSO, prior to Goods delivery, and according to Schedule. If Buyer at its sole discretion requests PMA where applicable, Seller will support obtaining PMA at no extra cost to Buyer, and Buyer agrees to provide a statement of need for the same. At the time of delivery, the Goods shall meet all applicable requirements of the FAA and EASA.

Buyer owns all first in time certification rights to Goods for Customer's aircraft model, including without limitation all PMA and STC relating to Goods for which certification rights are obtained for first time for Customer's aircraft model, and Seller shall not use any such certification rights in support of use on any other model of airplane.

## **5. BUYER'S PROPERTY**

Buyer will own property, drawings, and material in Seller's possession ("Property") provided: (1) Property is so designated in the Order, (2) Buyer or Customer provided or paid for Property, or (3) Property is specifically produced or acquired for performing the Order and Buyer paid for its non-recurring costs ("Buyer's Property").

Seller will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in its possession or control. At Buyer's request, Seller will release Buyer's Property F.C.A. Seller's plant (Incoterms 2020), properly packed and marked in accordance with requirements of Buyer's carrier. If the release renders Seller unable to produce Goods, the release will be deemed a termination of the Order with respect to those Goods pursuant to termination provisions herein.

## **6. PRICE**

Seller's Prices shall include applicable taxes, except sales taxes shall be separately shown. Seller warrants prices for Goods and Services will be as low as the lowest prices charged by Seller to any customers purchasing similar goods in the same or smaller quantities and under like circumstances.

## **7. BUYER EXAMINATION OF PROPOSED COSTS**

For the purpose of evaluating Seller's incurred costs including Seller's invoices for cost reimbursement under Seller's claim(s) arising out of total or partial termination of the Order or out of some other dispute, which must be verified by audit, Seller agrees Buyer or its duly authorized representatives shall have the right to audit any pertinent books, documents, papers, and records which support direct and indirect costs. For the purpose of evaluating Seller's proposed costs for change proposals, Seller agrees Buyer shall have audit rights to directly pertinent data supporting direct and indirect costs.

## **8. NO SUBCONTRACTS AND ASSIGNMENTS**

Seller shall not subcontract for complete or substantially complete Goods and Services, nor shall Seller assign its obligations hereunder without Buyer's prior written approval.

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## **9. PERFORMANCE MONITORING AND COMMUNICATION PLAN**

Seller will assign a program team that will remain dedicated to performing the Order throughout the Schedule. Seller will routinely monitor and report to Buyer its performance against requirements hereunder including, but not limited to, Schedule, SOW, action items and progress to plans, to ensure timely delivery. Seller will notify Buyer of any issues that may potentially impact delivery for any Seller deliverables promptly following Seller becoming aware of such issues. Seller will provide Buyer with a detailed corrective action plan to minimize any delivery delay within three (3) days of notifying Buyer of delay potential, including at minimum additional resources, high priority for Goods and Services hereunder, and Seller's application of overtime and other premiums to expedite remaining work to reach delivery.

Seller shall create, maintain, and present Buyer with a detailed milestone schedule including all design review meetings, data, and product deliverables. Seller will arrange and facilitate routine design, progress and coordination meetings or teleconferences with Buyer as requested by Buyer or deemed appropriate by Buyer or Seller for Seller to meet obligations hereunder. Such meetings shall be conducted in a professional manner including prior communication of meeting agenda, supporting data and documentation, and submittal to Buyer of meeting minutes and generated actions within three (3) days following the corresponding meeting. Meetings will take place at Buyer's facilities unless otherwise mutually agreed upon.

## **10. TITLE AND RISK OF LOSS**

Unless otherwise specified in a purchase order, Goods shall be delivered FCA (Incoterms 2020). Seller shall bear all risk of loss or damage to the Goods, and title shall not shift to Buyer, until Buyer's receipt and inspection of Goods. Seller shall reference purchase order number and associated line item number in the reference section of all shipping documents. Seller shall properly and securely pack the Goods based on the nature of the Goods and according to industry standards. Seller is liable for excess charges or damage resulting from Seller's failure to comply with these requirements. Seller's delivery of electronic documents shall be via means of secure computer readable media transfer, details of which may be agreed by parties' authorized representatives.

## **11. PROPRIETARY INFORMATION**

All information exchanged between the parties identified as proprietary shall be received in confidence, shall remain the property of originating party, and shall be used and disclosed by Buyer/Seller only to employees thereof who have a need to know and only to the extent necessary for performing the Order. Buyer may provide third party data, including Customer or Boeing data and information, on a case-by-case basis subject to Buyer approval. Under no circumstance shall such third party data be disclosed, disseminated, reproduced or otherwise used by Seller for purposes other than successful completion of Goods and Services. Upon Goods completion, Seller shall return all third party data to Buyer or certify in writing it has destroyed such data. The Customer and aircraft identification information are strictly confidential. The Seller may not publish any information relating to the Order without written authorization by Buyer. Seller agrees to keep up to date with Buyer an executed copy of a Contractor Confidentiality Agreement for handling Boeing proprietary material and required by Boeing for Buyer to submit to Seller Boeing proprietary materials for performing Seller's obligations. Seller may not publicly show or display any photographs of Goods or other Buyer property unless Seller has obtained Buyer's prior written consent.

## **12. CHANGES**

Buyer may by written change order, suspend performance of the Order in whole or in part, make changes in quantities, drawings, designs, SOW, method of shipment or packing, time or place of delivery, and/or Services. If any such change causes an increase or decrease in the cost of, or the time required for performance of the Order, an equitable adjustment shall be made in the price or delivery dates or both, and the corresponding purchase order shall be modified in writing accordingly. Seller

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shall detail any claim for adjustment under this Section in writing along with any applicable terms and conditions, and deliver the same to Buyer within five (5) days from the date of Buyer's change order. Upon Buyer's written authorization of the change work scope, Seller shall begin work on the corresponding change to prevent or minimize any Schedule impact, while parties set forth good faith efforts to reach agreement on commercial terms.

## **13. TERMINATION**

(a) *Without Cause*: Buyer may terminate, for its convenience, all or any part of the Order at any time by written notice to Seller. Upon such termination, Buyer will pay Seller a reasonable price for completed Goods and reasonable cancellation fees for components on order. Seller must submit a written claim to Buyer within sixty (60) days following effective termination date, or such claim shall be absolutely and unconditionally waived.

(b) *With Cause*: In the event of a breach, or if Seller fails to make delivery of Goods or to perform Services according to SOW and Schedule, perform any other Order provision, or make progress as to endanger Order performance, and does not cure such breach or failure or provide a cure plan acceptable to Buyer within twenty (20) days after notice from Buyer, Buyer may in addition to any other right or remedy provided by the Order or law, terminate all or any part of the Order by written notice to Seller without liability and purchase substitute Goods or Services elsewhere.

## **14. INVOICING**

After each shipment of Goods or upon fulfillment of mutually agreed progress milestones under the Order, Seller shall send an invoice to Buyer. Payment of invoice shall be due NET thirty (30) days from Buyer receipt and shall not constitute acceptance of Goods. Buyer may set off amounts Seller owes Buyer against amounts owed by Buyer to Seller.

## **15. WARRANTIES**

In addition to all other express or implied warranties as a matter of law, all of the Buyer's remedies set forth in the Uniform Commercial Code, and those with respect to data and documentation in Section 4, the Goods shall be: (i) new and free from defects in workmanship and materials; (ii) free from defects in design except to the extent that such Goods comply with the detailed designs provided by Buyer; (iii) suitable for intended uses and purposes; (iv) in conformity with all other Order requirements; and (v) free from all liens, claims, or encumbrances of any kind whatsoever. Seller agrees Buyer may assign any and all warranties to Buyer's Customer for the Goods and Services. Seller's warranties shall apply to all Goods and Services Seller procures from its subcontractors. These express warranties shall not be of waived by reason acceptance of Goods or payment by the Buyer. Additionally, Buyer objects to any different or additional terms with acceptance of Goods or payment for Seller's goods.

Following Goods delivery to Buyer and prior to Buyer's delivery of aircraft to Customer with the Goods installed therein, Seller will provide installation onsite support, included in the Order price, as needed to correct any issues or defects (including but not limited to troubleshooting, design and/or functionality issues, and workmanship defects) to meet the agreed upon SOW.

Buyer will make any claim under this warranty within five (5) years for structures and fixtures, and three (3) years for all other Goods, from date of re-delivery of corresponding aircraft by Buyer to its Customer. Buyer shall submit its claim to Seller for remedy as follows at Buyer's sole election:

1. Remove defective Goods and return to Seller for repairs or replacement at Buyer's direction. Seller shall expedite the repair and/or replacement under Seller's AOG process and shall keep Buyer informed as to the scheduled progress. Seller shall pay for all removal, repair/replacement, packaging, shipping and re-installation costs; or

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2. Repair or replace defective Goods on aircraft. Seller shall be responsible for all associated costs with the repair/replacement on aircraft including, but not limited to, travel costs. Seller shall warrant the repaired or replaced defective Goods for the remainder of warranty period. Any remedy claims due shall be withheld from any associated payment due Seller prior to warranty claim resolution.

## **16. QUALITY REQUIREMENTS**

Seller's performance hereunder must at all times comply with Buyer's Quality Requirements for Suppliers ("Quality Requirements"), and Seller acknowledges the Quality Requirements are available at <https://www.greenpoint.com/terms-and-conditions/>. Buyer reserves the right to adopt new, or modify its existing, Quality Requirements at any time, and Seller is responsible for ensuring compliance to the Quality Requirements. The Quality Requirements are incorporated herein by reference and form an integral part of these Standard Terms and Conditions.

## **17. COMPLIANCE WITH LAWS**

Buyer and Seller will comply with all applicable law, statute, regulation rule, ordinance or guideline. Seller shall ensure its company and its subcontractors are properly permitted, licensed, bonded and certified pursuant to any applicable law, statute, regulation rule, ordinance or guideline. To the extent there is a change in the Seller's business status, Seller will provide written notice to Buyer within five (5) days of such a change. Seller is liable for acts and omissions of its subcontractors except those due to Force Majeure.

## **18. INTELLECTUAL PROPERTY**

Except for infringement resulting from Seller's compliance with detailed designs provided by Buyer, Seller shall defend, at its own expense, any suit or claim instituted against Buyer or Customer for alleged intellectual property infringement relating to Goods and Services, and Seller shall indemnify Buyer and Customer for all costs and damages arising out of such alleged infringement.

Buyer shall have the right, at no additional charge, to use and/or reproduce Seller's applicable literature and supporting documentation for installation, use, maintenance, or certification. Seller shall forward to Buyer any updated information relative to such literature and documentation with timely notifications in writing.

All intellectual property rights to Buyer's specifications, designs, drawings, renderings, flythrough videos, or any other intellectual property shall belong solely to Buyer. Seller may not use such intellectual property to make goods for any third party without first obtaining a license from Buyer to do so on mutually acceptable terms and conditions signed by both parties in writing. Buyer is under no obligation to provide such a license. Seller transfers to Buyer, Seller's intellectual property rights solely to incorporate and use Goods purchased from Seller in Customer's aircraft and for certification approvals. In event the Order is prematurely terminated for reasons other than Buyer's breach, Seller grants to Buyer a non-exclusive right and license to use Seller's intellectual property to obtain from alternate sources products and services similar to the Goods covered by the terminated Order for use in Customer's aircraft. There will be no fee for this license if (1) Buyer terminates for Seller's default or breach, or (2) Seller terminates for reasons other than for Buyer's default or breach.

## **19. LIABILITY FOR INJURY AND PROPERTY DAMAGE**

Seller shall indemnify Buyer against costs, losses and liabilities for all personal injury, bodily harm, and property damage arising from Seller's negligence or intentional misconduct, whether on the premises of Seller or Buyer or elsewhere, and shall defend at its sole cost and expense any action brought against Buyer as a result therefrom. Seller shall carry and maintain insurance coverage satisfactory to Buyer to cover the above, and upon Buyer's request, shall furnish Buyer with evidence of such insurance.

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## **20. PARTIES' RELATIONSHIP**

Buyer and Seller are independent contractors, and neither party is the agent or legal representative of other party. Neither party has authority to assume or to create any obligation on behalf of the other party.

## **21. FORCE MAJEURE AND LABOR DISPUTE NOTICE**

Neither party shall be liable for failure to perform its obligations hereunder when caused by catastrophic acts of nature, war or military activity, insurrection or sabotage, riots, where any one or more of these events significantly impact performing obligations hereunder ("Excusable Delay"). In the event of any Excusable Delay, the date for shipment or performance of the affected obligations shall be deferred for a period equal to the time lost by reason of the delay. Notwithstanding anything to the contrary herein, Seller will set forth best efforts to minimize such impact. Whenever an actual or potential labor dispute delays, or threatens to delay the timely performance of the Order, Seller is not relieved from performing Goods and Services under this Section, and shall immediately notify Buyer in writing of all relevant information with respect to such dispute. If a strike, industrial disturbance, or work stoppage affects the ability of either party to fulfill its obligations hereunder, that party will exert best efforts to fulfill its obligations through use of management personnel, where practical, or any other reasonable means available to that party.

## **22. NON-WAIVER**

Either party's failure to insist upon the strict performance of any Order provision, or exercise any right or privilege granted to that party under the Order, shall not be construed as waiving such provision or any other provision of the Order, and the same shall continue in full force and effect. If any provision of the Order is found to be illegal or otherwise unenforceable by any court or other competent judicial or administrative body, other provisions of the Order shall not be affected thereby, and shall remain effective in full force and effect.

## **23. APPLICABLE LAW**

The validity, performance and interpretation of the Order shall be governed by the laws of the State of New York without regard to its choice of law provisions.

## **24. EXPORT CONTROL COMPLIANCE**

The parties will comply with all U.S. export control laws and regulations. In compliance with the U.S. Export Control Act and for reporting purposes, Seller shall provide Buyer with the appropriate export control identification numbers for the Goods and, to the extent required, the appropriate license exception documentation. Export-controlled unclassified technical data or technology (as defined by the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR), respectively) that has been provided to Seller by Buyer, is subject to, as applicable;

1. EXPORT CONTROLLED – The technical data or software is subject to the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130). Export, re-export or retransfer contrary to U.S. law is prohibited; or
2. EXPORT CONTROLLED – The technology or software is subject to the Export Administration Regulations (15 C.F.R. Parts 730-774). Export, re-export or retransfer contrary to U.S. law is prohibited.

## **25. REMEDIES**

Parties' remedies provided in this Section are cumulative and are in addition to all other rights and remedies available elsewhere in the Order or by law.

Time is of the essence in the Order. The parties recognize if Seller delays delivery or performance, Buyer will suffer damages and such damages may be difficult to determine. Therefore, Seller shall pay

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to Buyer by way of liquidated damages, and not as a penalty, the sum of three percent (3%) of the Order price for each calendar day performance of services or delivery of Goods or any portion of the Goods is delayed beyond the agreed upon or estimated delivery date, up to a maximum of twenty percent (20%) of the Order price.

If Seller fails to comply with Section 4, Seller will reimburse Buyer for all incurred costs attributed to Buyer's costs and efforts required to remedy Seller's failure to provide perform Goods and Services according to SOW and Schedule, and/or to provide data and documentation or otherwise fail to meet the requirements of Section 6. These costs and efforts include, but are not limited to, Buyer's costs and efforts to: (a) coordinate with Seller regarding delivery of delayed Goods above and beyond coordination efforts that would have been required had Seller met its data and documentation obligations per the Schedule; (b) prepare, complete, modify or add to Seller's data to obtain applicable authority approval and/or meet FAA/EASA requirements; (c) adjust aircraft interior installation sequence due to Seller delays or Goods not conforming to SOW; and (d) troubleshoot, isolate, and remedy any equipment or component malfunction and pay for any damage caused to other aircraft equipment or component due to Seller's defective Goods.

If the Order is terminated as provided in this Section 13(b), the Buyer, in addition to any other rights provided herein, may require the Seller to transfer title and deliver to the Buyer (i) any completed Goods and Services deliverables, and (ii) such partially completed Goods, Services deliverables, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Order rights as the Seller has specifically produced or specifically acquired for the performance of the Order, as applicable.

If Seller is in default, Buyer's damages will include, but not be limited to, the reasonable costs actually incurred to relocate the work to an alternate source, and Buyer may purchase completed Goods at agreed upon price and work-in-process and raw materials at Seller's actual cost.

If Buyer is in default, Seller's damages will include the Order price for completed Goods plus any actual cost of work-in-process and raw materials, which will become Buyer's property upon payment in full and reasonable termination fees imposed on Seller by its subcontractors.

EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED IN THE ORDER, ALL IN-DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, AND EXEMPLARY DAMAGES, WHETHER OR NOT FORESEEABLE, ARE EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **26. DISPUTES RESOLUTION**

The parties shall set forth their good-faith efforts to resolve disputes for a period of thirty (30) days from the date of notice by one party reporting a conflict. Any dispute arising out of or in connection with the Order, not amicably settled by parties, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed according with the said Rules. Arbitration proceedings shall be conducted in English in Seattle, Washington, USA. In any such arbitration proceedings each party shall initially pay its own costs and expenses of arbitration. The prevailing party shall recover all legal fees, arbitration fees and expenses from opposing party. A judgment upon the award rendered by arbitrators may be entered and enforced by any court having jurisdiction thereof. Either party may institute a demand for arbitration at any time following thirty (30) days prior written notice. Either party also may seek interim or provisional judicial relief without waiving arbitration. The procedural and substantive laws of the State of New York shall govern in all proceedings.

## **27. CODE OF CONDUCT**

Buyer and Seller will conduct business in an ethical and proper manner.

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## **28. COMPLETE AGREEMENT**

The Order contains the complete and entire agreement between the parties regarding the subject matter hereof, and replaces and supersedes any prior or contemporaneous communications, representations, proposals, or agreements, whether oral or written, with respect to such subject matter. This Order expressly limits acceptance to the terms of this offer, are the sole and exclusive terms on which the buyer agrees to be bound, and Buyer hereby objects to any different or additional terms contained in any response to this Order.