

General Terms and Conditions of Sale

Unless otherwise agreed in writing by Dallas Airmotive, Inc., Barrett Turbine Engine Company, International Governor Services, LLC, International Turbine Service, and Premier Turbines, (each entity is hereinafter "Seller") the following terms and conditions shall apply to any transaction for the supply or performance by Seller of all parts, goods sold, labor and materials, supplied or performed by Seller (hereafter "Goods and/or Services" or "Work"):

1. **GENERAL.** These general terms and conditions of sale, together with any documents, including the RMA / Core Exchange Policy and any special terms or terms and conditions of Seller's credit department, which Seller has attached hereto or incorporated by reference (collectively hereafter "Terms"), apply to all sales or proposals for sale submitted by Seller and shall be deemed incorporated into any order issued to Seller by a purchaser of Seller's goods and/or services (hereafter "Customer"). (a) Seller's acceptance of any offer from Customer or Customer's acceptance of any offer from Seller is deemed based only on Seller's Terms. Seller hereby objects to and shall not be bound by any additional, different or conflicting terms, whether printed or otherwise, in Customer's request for proposal, Customer's purchase order, or in any other communication from Customer to Seller, which are deemed null and void. (b) The Terms contain the sole, entire, and exclusive agreement between Seller and Customer in this transaction and supersede all prior discussions, proposals, negotiations, representations, and agreements for the sale and purchase of the same Work. (c) If Customer has not otherwise or affirmatively accepted the governing Terms, then Customer's receipt of, acceptance of, or payment for, the goods and/or services, or a Customer's delivery of its products to Seller for repair or overhaul shall constitute Customer's acceptance of the Terms. NO AMENDMENT, MODIFICATION, OR WAIVER OF SELLER'S "TERMS" IS VALID, UNLESS CONFIRMED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

2. **PAYMENT.** Customer shall pay in U.S. funds all invoices for Goods and/or Services supplied or performed hereunder, including applicable taxes, duties, levies and freight, prior to shipment unless prior arrangements have been authorized in writing by Seller's credit department. Customer shall pay interest on all past due amounts or invoices that are at the highest rate allowable under the laws of the state where Seller's business unit performing the Work has its principal place of business and shall not withhold payment of invoices, in whole or part, pending consideration for credit under any applicable warranty or offset any payments due under any other transaction with Seller or any affiliate of Seller.

3. **PRICES.** Estimates of charges provided to Customer shall not be deemed to be firm quotations. Prices are exclusive of freight and any local, county, state, federal or other applicable taxes and all duties, imports, tariffs or other similar levies.

4. **TAXES.** The amount of all federal, state or local taxes applicable to the sale, use or transportation of the parts, labor and materials, supplied or performed hereunder, and all duties, imports, tariffs or other similar levies shall be added to the prices on each invoice and promptly paid by the Customer within the applicable payment terms, except where the Customer shall furnish appropriate certificates of exemption therefrom, which are acceptable to Seller in its sole opinion.

5. **SHIPPING AND DELIVERY.** (a) Delivery of the Work performed hereunder shall be Ex Works Seller's facility (Incoterms 2010) that actually performed the Work. Charges for freight and transit insurance shall be to the account of Customer. (b) All shipping dates given are estimates and not guaranteed. (c) Customer must return cores for exchange transactions with charges for freight and transit insurance to the account of Customer.

6. **TITLE/RISK OF LOSS.** Title to and risk of loss for all shipments shall pass to Customer upon delivery by Seller to the freight carrier at Seller's facility that actually performed the Work. Work is deemed accepted by Customer when Customer accepts the Work from the carrier.

7. **CANCELLATION OR CHANGES BY CUSTOMER.** Orders from Customer, in process, may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price and/or delivery schedule. Orders from Customer in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Unless otherwise agreed by the parties, if Customer partially or completely cancels an order, Customer shall promptly pay Seller for all Work performed prior to cancellation, including profit, and for any other costs incurred by Seller as a result of such cancellation, less the cost of any items that, in Seller's judgment, can be restocked or returned to third party vendors, which shall be subject to a fee. The actual fees, costs, and charges will depend on the amount of Work that has been performed by Seller and its vendors on the order.

8. **WARRANTY.** (a) For the sale of engine repair, inspection, or overhaul services, including accessories and components, the terms and conditions of Seller's applicable warranty for such engine services, attached hereto and/or incorporated by reference, shall apply. (b) For the sale of parts or goods by Seller pursuant to the Terms herein, Seller warrants that it has the right to sell the goods with clear title to Customer pursuant to these Terms and the applicable warranty, if any, is provided by the manufacturer of the parts or goods and shall be outlined in the warranty statement attached herein or included with the parts or goods packaged by the manufacturer.

9. **LIMITATION OF REMEDIES AND LIABILITIES.** (A) THE REMEDIES SPECIFIED IN THE WARRANTIES APPLICABLE TO THESE TERMS, SHALL CONSTITUTE THE SOLE REMEDIES OF THE CUSTOMER AND THE SOLE LIABILITY OF SELLER WITH RESPECT TO SUCH GOODS AND/OR SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. (B) SELLER DISCLAIMS ALL ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. (C) IN NO EVENT SHALL SELLER HAVE ANY LIABILITY TO CUSTOMER, WHETHER AS A

RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER ARISING BEFORE, DURING, OR AFTER DELIVERY OF THE GOODS AND/OR PERFORMANCE OF THE SERVICES FURNISHED, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER. (D) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CLAUSE 9, THE MAXIMUM LIABILITY OF SELLER UNDER THESE TERMS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY OR FOR THIRD PARTY LIABILITY CAUSED BY THE SOLE NEGLIGENCE OF SELLER) SHALL NOT EXCEED AN AMOUNT EQUAL TO TOTAL PURCHASE PRICE THERETOFORE PAID BY CUSTOMER TO SELLER WITH RESPECT TO THE GOODS AND/OR SERVICES PROVIDED GIVING RISE TO SUCH LIABILITY.

10. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Seller and its affiliates, and its and their respective directors, officers, employees, contractors or agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including without limitation reasonable attorneys', accountants' and experts' fees and expenses), as a result of such Claims (collectively, "Losses"), to the extent such Claims: (i) arise out of or are or were caused by Customer's breach of its obligations under the Terms or other requirements of this transaction; (ii) for damages to any property or bodily injury to or death of any person arising out of or caused by Customer's negligence or willful misconduct, save and except for such Claims caused by the sole negligence of Seller.

11. **FORCE MAJEURE.** Seller shall not be responsible for or deemed to be in default by reason of delays in or failure of performance of this transaction due to causes beyond its reasonable control, including but not being limited to, war, acts of terrorists, sabotage, civil unrest, riots, fires, explosions, serious accidents, any act of government, governmental priorities, allocations, court orders, regulations or orders affecting materials or facilities, acts of God or the public enemy, failure of transportation, delays of common carriers, epidemics, labor troubles causing cessation, slowdown or interruption of work, or failure of manufacturers, suppliers and subcontractors to furnish parts, labor or materials within their normal delivery times. Seller shall give timely notice to the Customer of any excusable delay event. In the event of such excusable delay, the affected time for delivery shall be extended or postponed for such periods as is reasonably necessary to offset the effects of the excusable delay.

12. **APPLICABLE LAW/LIEN RIGHTS.** The Terms and all Work provided by Seller shall be solely governed by and construed in accordance with the laws of the state where Seller's business unit that performed the Work has its principal place of business, without regard to its conflict of laws provisions or rules. Any dispute arising from or relating to any Work which is not resolved amicably shall be solely and exclusively brought in the first instance in the state or federal court located in the state and county where Seller's business unit that performed the Work has its principal place of business. Customer agrees that the Work performed hereunder involves part of an aircraft and that Seller may place an appropriate lien on the Work performed on the aircraft part pursuant to the laws of the state where Seller's business that unit performed the Work has its principal place of business.

13. **ASSIGNMENT.** Customer may not assign any part of this transaction in whole or in part without the prior written approval of Seller. Any such assignment or transfer of Customer's right, title and interest in this transaction, or Customer's property or the Work performed shall not relieve Customer of its obligations hereunder and may be deemed null and void by Seller.

14. **CONFIDENTIALITY.** At all times, the parties shall keep confidential and not disclose, directly or indirectly, outside Customer's organization, any such Confidential Information provided by Seller without prior written consent of Seller. "Confidential Information" means any information properly marked or labeled with a protective legend such as "Proprietary" or "Confidential", whether in written, digital, oral or other form.

15. **INDEPENDENT CONTRACTORS.** Seller and Customer are independent contractors, not partners or employees or agents of the other. Neither party shall have the authority to assume or create any liability or obligations, express or implied, on behalf of, or bind in any manner, the other party to a third party.

16. **IMPORT/EXPORT CONTROLS.** At all times, Customer shall comply with all applicable laws and regulations of the United States of America then in effect relating to imports/exports (including permanent and temporary exports, as well as temporary imports), re-exports and other foreign transactions, including, but not limited to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Parts 120-130), the Arms Export Control Act (22 U.S.C. 2778), the Export Administration Regulation (EAR) (15 C.F.R. Parts 730-774), the Export Administration Act of 1979, as amended (50 U.S.C. 2401 et. Seq.), and the embargo and economic sanctions regulations of the United States Department of Treasury, Office of Foreign Assets Control. If Customer will be shipping hardware or technical data to Seller from outside the United States, Customer shall provide Seller with prior written notice of the shipment and await instruction and confirmation from Seller before conducting the shipment. Parties shall reasonably cooperate with each other in obtaining all required export and import licenses, approvals and/or notifications pursuant to such U.S. laws.