

1. Applicability

This document sets forth the general terms and conditions of sale for goods manufactured and supplied (hereinafter referred to individually, or collectively, as "Products"), by Gables Engineering Incorporated (hereinafter referred to as "Gables") and sold or otherwise transacted by Gables to any purchaser or receiver (hereinafter referred to as "Buyer").

Unless otherwise specifically stated in an executed written purchase agreement signed by authorized representatives of Gables and Buyer (hereinafter jointly referred to as "Parties"), these Standard Terms and Conditions of Sale establish the exclusive rights, obligations and remedies of the Parties in any sale of Products transaction subject to the paragraph above.

By submitting an Order for Products, Buyer agrees to be subject to these terms and conditions of sale, and further agrees that these shall be the sole terms and conditions of sale. Any agreement made by Gables' acceptance of an Order for Products is made in Florida at the Gables facility.

2. Purchase Orders

All Orders must contain the following information:

- (1) Gables Product part number;
- (2) Requested delivery date(s);
- (3) Applicable price;
- (4) Product Quantity;
- (5) Location to which the Product is to be shipped;
- (6) Location to which the invoice will be sent for payment.

Any additional information in an Order and any information that conflicts with any element of these Terms and Conditions is repudiated and does not apply unless specifically agreed to in writing by Gables. Reference in the Purchase Order to a Gables quotation that cross references these Terms and Conditions shall be considered to reflect Buyer acceptance of these Terms and Conditions.

Orders are subject to Gables minimum charge requirements. Any Order that is for an amount below the Gables minimum charge threshold will be treated as an Order offering to pay the Gables minimum charge, and if the order is accepted then Buyer promises to pay the Gables minimum charge, as follows:

- (1) For Orders due for shipments within the continental U.S., a minimum order charge of thirty-five dollars (\$35.00) will apply;
- (2) For Orders due for shipment outside of the continental U.S. or paid by funds drawn on a foreign bank, a minimum order charge of fifty dollars (\$50.00) will apply.

3. Acceptance of Purchase Orders

Gables may acknowledge, accept or reject an Order at Gables' sole discretion.

Gables may acknowledge an Order. An acknowledged order has not yet been accepted. Until and unless the Order is rescinded by Buyer, Gables may accept or reject the acknowledged Order at any time.

Gables may accept an Order. Gables accepts orders in a writing that states "Order Acceptance." An accepted order forms a contract upon the terms and conditions accepted. Gables may also accept an Order by performance. Acceptance by performance forms a contract on the terms of the order as supplemented by these Terms and Conditions. Once an Order is accepted, it may not be withdrawn nor cancelled except as explicitly permitted under this Article 3 of these terms and conditions. Acceptance of any Order is conditional upon the Buyer's assent to these Gables Terms and Conditions. Any additional terms and conditions offered by Buyer are expressly rejected unless Gables has expressly agreed to each additional term or condition in a signed writing.

Gables may reject an Order. A rejected order forms no contract and Gables has no obligation to act upon a rejected order after it has been rejected.

When a customer orders parts that must be fabricated for the Order, these are considered Made-to-Order components. In the case of Made-to-Order components, there will be a Preliminary Period that ends at the earlier of (1) thirty days after the Order is placed, or (2) twenty days before the earliest requested delivery date of the Order; but in no event shall be earlier than the Time and Date of the Order. For Orders that are not Made-to-Order, the Preliminary Period ends at the Time and Date of the Order.

If an Order for Made-to-Order components is accepted by Gables, then the Customer may cancel the Order during the Preliminary Period if it does so in writing and pays a cancellation fee of 30% of the total anticipated charge for the Order (less shipping charges). In the event that Customer cancels any Order, in writing, after the Preliminary Period, Customer shall pay to Gables a cancellation fee of 100% of the total anticipated charge for the Order (less shipping charges).

4. Traceability and Documentation

On the delivery note for each Product, Gables will provide a certificate of conformance to all appropriate specifications and design data. For parts manufactured under FAA PMA or FAA Technical Standard Order, Gables may provide an 8130-3 tag upon request.

5. Delivery

Delivery terms EX-WORKS (INCOTERMS 2010) Gables facility. Buyer pays all transportation costs including insurance and duties. When alternate means are not specified by the Buyer, Product will be shipped using the most economical method. Choice of the most economical methods shall be at Gables sole discretion.

Gables will schedule delivery in accordance with the then-current standard delivery time unless Gables agrees in writing to a different delivery date.

Gables will use all reasonable commercial efforts to meet the agreed delivery dates except as provided in the "Force Majeure" section herein. Tardiness in delivery will not constitute grounds for Order cancellation by Buyer nor shall it be a justification by the Buyer to make any claim for damages.

Gables reserves the right to deliver Products in advance of Buyer's expected or requested date.

6. Packaging

Gables standard packaging (Category III from ATA Spec 300 Revision 2008.1 dated March 2008) is included in the quoted price unless expressly stated otherwise.

Packaging other than standard packaging must be specifically requested by Buyer in writing and will be quoted separately.

Where the Buyer's Order requires individual part bagging, a \$1.00 fee per bag will apply.

7. Inspection of Products

Buyer shall promptly inspect Products within a reasonable period after delivery, not to exceed seven (7) calendar days. During this inspection period, Buyer must notify Gables of each discrepancy found, and Products will be considered accepted by Buyer unless Gables receives detailed written notice of rejection within this period.

Buyer shall afford Gables a reasonable opportunity to cure nonconforming Products. Gables may replace or repair nonconforming Products at its option. Buyer shall not return nonconforming Products to Gables until Buyer receives written instructions from Gables. Unless the parties enter into a contrary written agreement, the full cost of returning Goods to Gables shall be the sole responsibility of the Buyer.

Gables is not responsible for damage to packaging or Products during transit.

8. Payment

Gables may invoice the Buyer at such time noted in the Product quote, at any time after receiving the Purchase Order, or at any time after delivery of the Product. Buyer agrees to pay the invoiced amount according to the terms stated in the invoice (the "Payment Term Period"). Payment must be made in United States currency. No payment will be deemed to have been received until Gables has received cleared funds.

All payments will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature.

In the event payment is not received within the Payment Term Period granted, Gables may

- (1) withhold delivery of Product and future shipment(s) to Buyer until all delinquent amounts and late interest, if any, are paid;
- (2) repossess the Product;
- (3) change delivery terms on future Orders (to terms established at Gables sole discretion) even after delinquency is cured;
- (4) recover all costs of collection including, without limitation, collection agency fees and/or attorney's fees (in addition to any other remedy allowed by law).

9. Taxes

Local, state and federal taxes, where applicable, will be charged as a separate item on each Order. Prices shall not include any taxes or impositions for which Buyer has furnished evidence of exemption.

10. Warranty

The Gables warranty terms (revision January 2009) are incorporated by reference. These warranty terms can be found online:

<https://www.gableseng.com/gei.warranty>

THIS IS THE SOLE WARRANTY AND NO OTHER WARRANTY IS PROVIDED.

11. Limitation of Liability

IN NO EVENT WILL GABLES BE LIABLE TO BUYER FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, WHETHER OR NOT BUYER WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. GABLES' LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO A PRODUCT OR ORDER IS LIMITED TO THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCT THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OR LAW, OR OTHERWISE.

12. Indemnity

Gables shall defend, hold harmless and indemnify Buyer, its Affiliates, subsidiaries and their respective successors, assigns, directors, officers, employees and agents (each, a "Buyer Indemnified Party") for and against any and all present and future damages, which are or may be suffered by, accrue against, be charged to, or recoverable from a Buyer Indemnified Party, by reason of any loss or damage to property or for injury to or death of any person, of both, arising out of or in connection with any failure of the Product provided or the work performed hereunder regardless of how, when, or where such injury, death, loss, damage, or destruction occurs, except to the extent such Damages are caused by the sole or gross negligence, or willful misconduct of a Buyer Indemnified Party.

Buyer, shall defend, hold harmless and indemnify Gables, its Affiliates, subsidiaries and their respective successors, assigns, directors, officers, employees and agents (each, a "Gables Indemnified Party") for and against any and all present and future damages which are or may be suffered by, accrue against, be charged to, or recoverable from a Gables Indemnified Party, by reason of any loss or damage to property or for injury to or death of any person, of both, arising out of or in connection with any failure of the Product, regardless of how, when, or where such injury, death, loss, damage, or destruction occurs to the extent such Damages are caused by the sole or gross negligence, or willful misconduct of a Gables Indemnified Party.

13. U.S. Export Controls and Regulations

When it is required for delivery of any goods, services or technical data under an Order, Gables will apply for United States Government export authorizations as required based on the location in the purchase order to which the Product is to be shipped. Buyer will promptly provide all information required by Gables to complete the authorization application. Buyer will apply for all other necessary import, export or re-export approvals.

Upon request, Buyer will complete an end-use certificate that certifies that Buyer will not use, transfer, export, re-export, resell or otherwise dispose of any item(s) purchased from Gables Engineering, Inc. to any destination, end-user or for any end-use prohibited by the laws of the United States or any other applicable law where such law does not conflict with the laws of the United States; unless such use, transfer, re-export, resale or disposition is specifically authorized by a government agency with export authority over the item(s).

Upon request, Buyer will complete an end-user statement or any other documentation that Gables may reasonably need in order to support (1) issue of an export license or (2) Gables' claim of exemption or exception from export license requirements.

For any Gables Product that is identified as ITAR-controlled, a non-US purchaser of the Product may not re-export or re-sell the item without first obtaining an Export License from the U.S. State Department.

Buyer will comply with all applicable export and import control laws and regulations, including the United States Export Administration Regulation (EAR) and the United States International Traffic in Arms Regulations (ITAR), and will retain documentation evidencing such compliance. Buyer is aware that U.S. export law may impose restrictions on Buyer's use of the goods, services, or technical data, or on their transfer to third parties. Buyer will immediately notify Gables and cease activities in support of a transfer if Buyer knows or has a reasonable suspicion that the Product may be redirected to another country in violation of export control laws.

GABLES WILL NOT BE LIABLE TO BUYER for any inability of Gables to perform resulting from government actions which impact Gables' ability to perform (which shall be treated as *force majeure*), including but not limited to:

- (1) government refusal to grant export or re-export license;
- (2) government cancellation of export or re-export license;
- (3) any interpretation of United States export laws and regulations, that limits or has a material adverse effect on the cost of Gables' performance under an Order; or
- (4) delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Buyer designates the freight forwarder to be used for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with applicable export requirements.

14. Software License/Intellectual Property

The Buyer acknowledges that any and all of the intellectual property rights subsisting in or used in connection with the Product (which includes software and documentation) are and shall remain the sole property of Gables.

Software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or such equipment is copyrighted by Gables and shall remain the sole and exclusive property of Gables. Gables grants the Buyer a perpetual, worldwide, nonexclusive license to use the software only in or with the equipment. The Buyer shall not copy, modify or disassemble the software, or permit others to do so. Buyer shall not transfer the license granted hereby or possession of the software except as part of or with the equipment, such transfer being subject to the restrictions contained herein. Gables may terminate this license upon written notice for violation of any of the terms of the foregoing license.

The Buyer shall not cause or permit the reverse engineering, disassembly, or decompilation of the Product or otherwise cause or permit any attempt to derive, obtain or modify the source code of any software included in,

associated with or used by (or with) any Gables Product, except where Buyer is specifically authorized in writing by Gables to derive, obtain or modify the source code of the software.

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any licenses or right under any patent, whether or not the exercise of any right herein granted necessarily employs an invention of any existing or later issued patent.

In addition to any intellectual property of Gables, the parties agree that Gables Confidential Information shall be defined to include Gables Pricing information, manuals or other documentation for Gables Products, any document or record labeled as confidential. The Buyer shall protect Gables Confidential Information from disclosure to third parties.

15. Force Majeure

Delivery of Product may be delayed due to unforeseeable circumstances beyond the control and without the fault or negligence of Gables, its suppliers or subcontractors (hereinafter "Force Majeure Events"). Force Majeure Events may include, but are not limited to, acts of God, war, terrorist acts, riots, acts of government, changes in law or regulations, fires, floods, windstorm, epidemics, quarantine restrictions, freight embargoes, labor strikes or unusually severe weather.

In the event that a Force Majeure Event causes Gables to delay compliance with the terms of an Order, Gables may toll both parties' compliance obligation, upon written notice, until the Force Majeure Event no longer affects Gables' compliance. Written notice of tolling in such case shall be effective from the earlier of the first date of the Force Majeure Event or the Notice Date (at Gable's sole discretion) and shall be effective until the Force Majeure Event no longer affects Gables' compliance.

In the event that a Force Majeure Event makes it impossible for Gables to comply with the terms of an Order, or makes it likely that compliance delay may exceed six (6) months, Gables may cancel the order upon written notice to Buyer in which case the Order shall be terminated and neither party shall owe the other party any obligation.

16. Applicable Law

This Order shall be deemed entered into within the State of Florida and shall be governed by and interpreted in accordance with the laws of the State of Florida. Where the CISG or other international law is inconsistent with the laws of the State of Florida, the inconsistent terms of international law shall not apply.

17. Disputes

Any dispute arising out of or relating to these Conditions of Sale, including the breach, termination or validity thereof, and including any dispute related to a transaction subject to these terms (the "Dispute"), will be resolved according to the terms of this section. These represent the exclusive procedures for resolving Disputes among the parties.

In the event of a Dispute, the party raising the Dispute (the "Notifying Party") shall notify the other party (the "Responding Party") of the nature of the Dispute (including the facts as perceived by the Notifying Party and the Notifying Party's proposed remedy). Following this notification, the parties shall attempt to resolve the Dispute through good-faith negotiation. The good-faith negotiation period during which the parties shall attempt to resolve the Dispute shall last for not less than 90 days after Responding Party receives the notification (the "Negotiation Period"). This Negotiation Period is a prerequisite to any further legal efforts to resolve the Dispute.

If the parties have not been able to resolve the Dispute to the satisfaction of the Notifying Party during the Negotiation Period, then the Notifying Party may seek resolution of the Dispute through legal action.

Any legal action filed in order to resolve a Dispute (including but not limited to an action to enforce the terms of this Agreement) shall be filed in a court located in Miami-Dade County in the State of Florida, and shall be decided using the law of the state of Florida, excluding the conflict-of-laws provisions of Florida.

18. Waiver

The agreement formed by the Buyer's Order, the Gables' Acceptance, and these Terms and Conditions ("the agreement") shall not be amended or modified, nor shall any waiver of any rights hereunder be effective unless

set forth in a document executed by duly authorized representatives of the Parties. The failure of Gables to enforce at any time or, for any period of time, any of the provisions in the agreement shall not be construed to be waiver of such provisions, nor does it waive the right of Gables thereafter to enforce each and every provision of the agreement.

19. Non-Disclosure

This Order does not supersede any confidentiality agreement executed by Buyer and Gables that otherwise applies to Products, services, technical data or other information delivered in connection with an Order. In the absence of such an agreement, Buyer may use Gables Confidential Information only in the normal operation of Gables products, and for no other purpose. Buyer may only disclose Gables Confidential Information to those employees or agents of Buyer who have a business reason for knowing the Confidential Information. Buyer will protect against the inadvertent disclosure of Gables Confidential Information, and will not disclose such information to any third party without Gables prior written consent.

20. Notices

All notices between the Parties will be made in writing. Notices sent by email or fax shall be deemed received when sent, as long as the sending party retains proof that they were successfully sent to a valid address or number.

Notices to Gables shall be sent to by email to support@gableseng.com or by fax to (305) 774-4500. These are the exclusive means of providing notice to Gables.

Notices to Buyer may be sent by mail, overnight service, email or fax and can also be delivered through any contact point listed on a Buyer purchase order or other Buyer communication. When sent by mail or overnight service, the notice shall be deemed received upon the earlier of (a) delivery, (b) five (5) calendar days after mailing by US first class mail; or (c) one (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from receiving Party.

21. Order of Precedence

In the event of any inconsistency between these Terms and Conditions of Sale and the Buyer's Order's, these Terms and Conditions shall apply.

22. Severability

If any term or condition of this Order is held invalid or unenforceable for any reason, the remaining provisions of this Order shall continue in full force and effect. In such a situation, the Parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.

23. Assignment

The Buyer shall not assign the benefit nor delegate the burden of this Agreement or any Order (whether in whole or in part) without the prior written consent of Gables.

24. Entire Agreement

This Order is intended by the Parties as a final expression of their agreement and it is intended also as a complete and exclusive statement of the terms of their agreement. No Amendment or change of any kind shall be binding upon the Parties unless signed by both parties.