

## Nebraska ARMES Aviation – Standard Terms and Conditions

Effective Date: 1 January 2025

Address: 707 William Northern Blvd, Tullahoma, TN 37388

### A. GENERAL TERMS (APPLICABLE TO BOTH CUSTOMERS AND VENDORS)

#### Governing Law and Jurisdiction

All transactions shall be governed by and construed in accordance with the laws of the State of Tennessee, excluding its conflict of law principles. Disputes shall be resolved exclusively in the courts located in Coffee County, TN.

#### Compliance with Law

Both parties shall comply with all applicable U.S. laws and regulations, including FAA regulations, ITAR, EAR, OSHA, and environmental laws. Any export-controlled data or items must be disclosed in writing.

#### Force Majeure

Nebraska ARMES Aviation is not liable for delays or failures in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, embargoes, labor disputes, or material shortages.

#### Confidentiality

Proprietary information exchanged in the course of business shall remain confidential and shall not be disclosed without written consent, except as required by law or regulatory authorities.

### B. TERMS FOR CUSTOMERS (AIRCRAFT OWNERS / OPERATORS) (CIVIL OR GOVERNMENT)

#### Work Scope and Estimates

A written estimate will be provided prior to commencement of work. No work will begin without customer approval. Any changes to the scope must be approved in writing.

#### Customer-Supplied Parts

All customer-furnished parts must be accompanied by traceability documentation acceptable under FAA standards. Nebraska ARMES Aviation reserves the right to reject non-compliant parts.

#### Airworthiness and Return to Service

Work will be performed in accordance with applicable FAA regulations. Return-to-service documentation will be issued upon successful completion of required inspections and compliance with regulatory requirements.

#### Warranty

A limited warranty of [typically 90–180 days] is provided on labor and workmanship. Warranty does not cover misuse, abuse, normal wear, or non-covered components.

#### Storage and Hangar Fees

Aircraft not picked up within [10] business days after notice of completion may incur storage fees at \$\_\_ per day unless prior arrangements are made in writing.

#### Insurance and Risk of Loss

Customers are responsible for maintaining hull and liability insurance on aircraft while located at Nebraska ARMES Aviation facilities. Risk of loss remains with the customer.

#### Payment Terms

Payment terms are NET30 upon completion of a project or program, final delivery of product, or return of performance bond from end user, whichever occurs last, unless otherwise agreed in writing. Late payments may incur a finance charge of 1.5% per month (18% annually). Nebraska ARMES Aviation reserves the right to withhold aircraft or documentation until full payment is received.

#### Billing Policy

Labor is billed on an hourly basis. Nebraska ARMES Aviation does not prorate or bill in fractions of an hour. Any maintenance event or task that requires less than one full hour to complete will be invoiced at the minimum charge of one (1) hour. All labor is tracked and billed in whole-hour increments in accordance with this policy.

#### Delivery Terms

All shipments shall be made Ex Works (EXW), Incoterms 2020 Seller's facility, Tullahoma, Tennessee, USA. Title and risk of loss shall transfer to Buyer upon Seller's hand-off of properly packaged Products to designated freight forwarder or other shipper.

### C. TERMS FOR VENDORS AND SUBCONTRACTORS

#### Quality and Compliance Requirements

All materials and services must conform to FAA requirements and specifications stated in purchase orders. Vendors shall maintain an FAA-compliant quality system and provide necessary documentation (8130-3, C of C, etc.).

#### Right of Access

Nebraska ARMES Aviation, its customers, and the FAA or other regulatory authorities reserve the right to access vendor facilities and records related to the products or services provided.

#### Cancellation of Purchase Orders

Nebraska ARMES Aviation reserves the right to cancel purchase orders at any time without cause.

#### Delivery and Delays

Time is of the essence. If vendor fails to meet delivery deadlines, Nebraska ARMES Aviation reserves the right to cancel the order or obtain replacements from other sources at the vendor's expense.

#### Flowdown of Requirements

Vendors must flow down all applicable regulatory and contractual requirements to their own suppliers and subcontractors.

#### Non-Conforming Product

Vendors must notify Nebraska ARMES Aviation of any non-conforming products or changes to product definitions, materials, or processes. Suspect material may be returned at the vendor's cost.

#### Indemnification

Vendor agrees to indemnify and hold harmless Nebraska ARMES Aviation from claims arising from defective goods, failure to comply with law, or breach of these terms.

#### Vendor Payment Terms

Net 45 days from project completion or invoice date + 15.

#### D. EXPORT AND COMPLIANCE NOTICE

Both customers and vendors are responsible for compliance with all applicable U.S. export laws, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). A license may be required for the export, re-export, or transfer of technical data or hardware.