

**TERMS AND CONDITIONS OF ENGINE PARTS SALE IHI CORPORATION
(HEREINAFTER CALLED "IHI")**

The following terms and conditions govern the sale of Engine Parts by IHI.

1. PREREQUISITE

This TERMS AND CONDITIONS OF ENGINE PARTS SALE governs all sales of goods and services ("Engine Parts") by IHI after written acceptance of a purchase order from customer ("Buyer"). Acceptance of Buyer's purchase order is made only on the express understanding and condition that, insofar as this TERMS AND CONDITIONS OF ENGINE PARTS SALE conflicts with any of Buyer's terms and conditions, Buyer's conflicting terms shall be invalid unless otherwise accepted in writing by an authorized representative of IHI, regardless of any terms Buyer seeks to impose or incorporate, or which would otherwise be implied by trade, custom, practice, or course of dealing.

2. ORDERS

Each quotation shall remain valid for ten (10) days after its issuance and subject to availability of the Engine Parts until Buyer's purchase order becomes an "Order" upon IHI's written acceptance thereof. Modifications or changes to an Order are allowed only upon IHI's written approval, and IHI reserves the right to revise its price and delivery schedules to effect such change(s). In case the Buyer modifies or changes the order without IHI's written approval, IHI has the right to charge the Buyer for expenses incurred by IHI for work or services already performed and rendered unnecessary by such change(s). The Engine Parts shall be sold in its then current condition wherever it is located ("As-is, Where-is"). It's Buyer's responsibility to confirm before placing an order that all documents available to it from IHI suffice the relevant requirements and the airworthiness certifications are sufficient to purchase the Engine Parts.

3. PAYMENT

Customer shall make the payment against IHI's invoice in full in US dollars by telegraphic transfer remittance within thirty (30) calendar days after the receipt of IHI's invoice to the bank account specified below:

- (1) Any fees charged by a bank in connection with the transfer of funds from Buyer to IHI shall be paid by Buyer.

If IHI does not receive payment of any amount owed by Buyer by due date, IHI may charge interest on the overdue amount at the rate of one percent (1.0%) for each thirty (30) day period or portion thereof (but not more than the maximum rate of interest allowed by applicable law), from the date of the invoice until the date on which IHI receives payment in full. Buyer agrees that if it fails to pay when due any amount owed to IHI, Buyer will also reimburse IHI for all costs that IHI incurs to collect such unpaid amount and the delivery shall be postponed for the period such failure of payment lasts. If IHI determines that Buyer's

financial condition has materially changed, or if Buyer fails to pay to IHI when due any amount owed, IHI shall have the right to specify alternative payment terms which shall supersede the payment terms herein. IHI may set off any amount that Buyer owes IHI against any credits, deposits or other amount that IHI owes Buyer. IHI may, at its option, immediately cancel all or any portion of this TERMS AND CONDITIONS OF ENGINE PARTS SALE in accordance with the Article 19 below. If such cancellation should occur, Buyer will not be relieved of Buyer's payment obligation under TERMS AND CONDITIONS OF ENGINE PARTS SALE herein.

4. TAXES

Prices quoted for Engine Parts do not include any applicable taxes, duties, levies, import or export charges or similar (including but not limited to sales and/or use taxes, value added tax, or any other governmental charge on sales or consumption payable in connection with the sale, Delivery, or subsequent use of the Engine Parts ("Sales Tax"), all of which shall be paid by the Buyer who shall promptly reimburse IHI for any such charges IHI may be required to pay on Buyer's behalf. Notwithstanding the above, Buyer may be invoiced for applicable Sales Taxes unless Buyer furnishes a valid resale or tax exemption certificate prior to Delivery.

5. DELIVERY

IHI agrees to deliver the Engine Parts, in principle, EXW (stipulated in the internationally recognized terms of trade, "Incoterms 2020") point of shipment ("Delivery"), provided however, it may be changed upon agreement between the Buyer and IHI prior to placing Order and stated in the relevant purchase order. Delivery of a Part shall take place on an "As-is, Where-is" basis, subject to this Agreement, at the Delivery Location on the Delivery Date (or a date prior thereto as may be agreed by Buyer and IHI in writing). Purchase orders must clearly state method of shipment and destination, and all freight, express and delivery charges shall be paid as a separate item by the Buyer. The carrier shall act solely as Buyer's agent, all delivery charges shall be paid by Buyer, and any claims for damages or delays in transportation must be filed by Buyer against carrier. Shipments shall be deemed to have been accepted by Buyer upon Delivery, unless rejected by Buyer within the Inspection Period (defined below under "Limited Warranty and Return Policy"). IHI's failure to ship or deliver as estimated shall not entitle Buyer to cancel a shipment, or to claim against IHI of any damages of any kind.

If shipping instructions are not received by IHI before the earliest permitted delivery date for the Engine Parts, IHI, at its option, may (in addition to any other available remedy) (i) invoice Buyer and hold the Engine Parts for Buyer's account (plus reasonable storage and insurance costs); or (ii) cancel the order and hold Buyer responsible for the costs and expenses of such delay. Buyer shall be responsible for obtaining any import licenses that might be required.

6. FORCE MAJEURE

IHI shall not be liable for any delay in performance or inability to perform as a result of causes beyond its control, or beyond the control of its suppliers, manufacturers, processors, or finishers including war (whether declared or undeclared, and whether domestic or foreign), riots, crimes, fires, strikes, lockouts, labor difficulties, earthquakes, typhoons, embargoes, floods, hurricanes, pandemic, acts of God, delays by carriers,

orders, rules or regulations of any foreign and/or domestic governmental authorities, trade associations or any other agency having control over import or export, voluntary quotas, restrictions, controls, unavailability or shortage or delay of any transportation. Any such cause(s) shall give IHI the right, without liability to the Buyer of any kind to terminate this contract with respect to all or any portion of the products or services affected thereby.

7. ASSIGNMENTS AND SUBCONTRACTING

IHI expressly reserves the right to assign or subcontract all or any portion of an order unless otherwise agreed. No rights of Buyer or arising out of any contract with IHI may be assigned without IHI's prior express written consent.

8. TITLE AND RISK

The risk of loss of the Engine Parts shall pass to the Buyer upon Delivery. Title shall not pass to the Buyer until IHI has received payment in full (in cash or cleared funds) for (i) the Engine Parts; (ii) any applicable Sales Tax; and (iii) all other amounts which are or which become due to IHI. In the event that notwithstanding the express understanding of the parties hereto, occupation is deemed to pass upon installation of the Engine Parts, the Buyer grants to IHI that the title of the Engine Parts reserves to IHI to secure the Buyer's obligation of payment. In the event of default by the Buyer in any of its obligations to IHI, IHI will have the right to repossess such Engine Parts. Buyer agrees to assist IHI to file such security interests in appropriate jurisdictions, and to execute any further documents as IHI may request in order to evidence such security interest.

9. LIMITATION OF LIABILITY

Unless otherwise expressed in writing, IHI's sole warranty obligation is that the title to the Engine Parts sold herein is owned by IHI free of any liens or claims. IHI'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF OR CONNECTED WITH, OR RESULTING FROM THE SALE, DELIVERY OR USE OF ANY MERCHANDISE FURNISHED HEREUNDER SHALL IN NO EVENT EXCEED THE PRICE ALLOCABLE TO THE ENGINE PARTS WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL IHI BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFIT OR COST OF REPLACEMENT ENGINE PARTS. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY LAW. Nothing in these Terms and Conditions shall limit or exclude a party's liability for (i) death or personal injury caused by its gross negligence or willful misconduct; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for either party to restrict or exclude. Subject to the above, IHI shall not be liable to the Buyer, whether in contract or tort (including negligence) or breach of statutory duty, for any loss of profit or indirect or consequential loss arising under or in connection with the sale of Engine Parts and IHI's total liability to Buyer in respect of all losses shall not exceed 100% of the purchase price paid for the Engine Parts that give rise to such claim.

10. BUYER OBLIGATIONS AND INDEMNIFICATION

Buyer warrants and undertakes that from the time of Delivery, Buyer, at its expense, shall carry and maintain policies of insurance in respect of the Engine Parts against all risks and liabilities (including but not limited to product liability). Buyer accepts and agrees that it shall be its responsibility (at its expense) to TERMS AND CONDITIONS OF ENGINE PARTS SALE apply for and obtain all necessary or appropriate licenses, protection orders, legally required consents, permits and rights to use or have the benefit in the Engine Parts, and shall indemnify IHI against all demands, claims and liability, whether criminal or civil, in contract, tort or otherwise, for any and all losses, damages, legal costs and other expenses of any nature whatsoever, asserted by any third party against IHI and relating to the manufacture, distribution, sale, supply or use of the Engine Parts, by or on behalf of the Buyer by any third party, including, without limitation, (i) claims based on product liability laws, or (ii) claims arising out of or in connection with any death or personal injury suffered by any person, except as resulting from IHI's gross negligence or willful misconduct.

11. NO WARRANTY

BUYER ACKNOWLEDGES THAT THE ENGINE PARTS ARE DELIVERED "AS-IS" AND "WHERE-IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS LIMITED BY SPECIAL WARRANTY OR ANY EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY ANY APPLICABLE LAW OR EQUITY.

12. EXPORT RESTRICTIONS

Buyer agrees not to export or re-export any Engine Parts received from IHI except in full compliance with all applicable laws and regulations including Export Administration Regulations and the International Traffic in Arms Regulations, including to embargoed countries, or individuals or companies listed in the U.S. Commerce Department's Denied Persons List, the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Department of State's list of individuals debarred from receiving Munitions List items. In addition to all applicable U.S. export control laws and regulations, Buyer is responsible for complying with any local laws in Buyer's country which may impact Buyer's right to import, export, or use the Engine Parts. IHI may elect not to supply Engine Parts to Buyer in the event that IHI reasonably believes that the supply of Engine Parts may breach or lead to a breach of applicable export regulations. Buyer agrees to indemnify and hold IHI harmless against any liability arising from any breach of Buyer's obligation under this TERMS AND CONDITIONS OF ENGINE PARTS SALE.

13. PROPRIETARY INFORMATION

(a) Unless the parties otherwise agree in writing, all information ("Confidential Information") obtained by one party, its employees, officers, directors, agents or subcontractors who have a need to know Confidential Information (the "Receiving Party") in the course or conduct of this TERMS AND CONDITIONS OF ENGINE

PARTS SALE concerning the business affairs, practices or methods of operation of the other party (the “Disclosing Party”) shall be held in confidence and shall be treated by the Receiving Party with the same degree of care to avoid disclosure of Confidential Information to any third party as Receiving Party employs with respect to its own confidential material of like importance, and Receiving Party will not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, provided however that IHI may disclose the same to its affiliates, subsidiaries, joint venture participants, engineering service provider, or consultants as needed to perform the Engine Parts Sale provided under this TERMS AND CONDITIONS OF ENGINE PARTS SALE. Following information shall not be treated as the Confidential Information which:

- (i) is or becomes the general public knowledge or literature otherwise than as a result of breach of any confidentiality obligation to IHI;
- (ii) was, as shown by written records, known to the Receiving Party prior to receipt from the Disclosing Party;
- (iii) was received from third parties having the right to disclose Confidential Information; or
- (iv) is independently developed by the Receiving Party without using Confidential Information provided by the Disclosing Party.

In the event that the Receiving Party is required by applicable law or regulation to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice thereof and a reasonable opportunity to comment on such disclosure prior to such disclosure. The Receiving Party may disclose only the information that, based on the advice of counsel, is required by such law or regulation to be disclosed, without liability under this TERMS AND CONDITIONS OF ENGINE PARTS SALE. The Receiving Party agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded any Confidential Information so furnished and shall limit such disclosure to the strictly necessary.

(b) Nothing contained in this TERMS AND CONDITIONS OF ENGINE PARTS SALE will convey to Buyer the right to use the information, data and/or know-how of IHI, or convey or grant to Buyer any license under any patent, repair procedure and/or know-how owned or controlled by IHI.

(c) The performance of the works by IHI shall not constitute in any way for Buyer a transfer or any right of use, of all or part of the intellectual property rights owned by IHI or licensed to IHI by any third party. IHI shall remain the exclusive owner of any intellectual property rights related to Engine Parts Sale.

14. IHI'S RIGHTS

In addition to the rights and remedies of IHI as set forth herein, IHI shall have such other rights and remedies as may be available to it under the applicable Law, all such rights and remedies to be cumulative.

15. WAIVER

No waiver of any default shall be deemed a waiver of any subsequent default. Any replacement (as hereinafter provided) or adjustment of a delivery shall cure any defaults with respect to delivery and any default so cured shall be deemed not to have occurred.

16. COSTS

Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by IHI in any action

to enforce its rights hereunder.

17. QUALITY

All Engine Parts shall be sold with applicable trace history certification unique to that particular Engine Parts (“Trace”) and the Buyer will be TERMS AND CONDITIONS OF ENGINE PARTS SALE deemed to have accepted that all Engine Parts has been delivered with all corresponding Trace shall not raise any claims for incomplete or incorrect Trace after the expiration of the Inspection Period.

18. TERMINATION

- (1) IHI may terminate this TERMS AND CONDITIONS OF ENGINE PARTS SALE by written notice if (i) the Buyer breaches any material term of this Agreement and fails to cure such breach (if amenable to cure) within thirty (30) days following written notice thereof from IHI, (ii) if Buyer abandons its operations, becomes insolvent, becomes the subject of voluntary or involuntary bankruptcy, arrangement, composition or other like proceeding, which is not dismissed within thirty (30) days of commencement thereof, makes an assignment for the benefit of its creditors, or consents to the appointment of a trustee, receiver or other fiduciary for all or a substantial part of its assets, (iii) if the Buyer engages in, or uses a third party to engage in, an act such as a violent act, fraud, threatening words, or act of business interference; or (iv) when the Buyer or its officer or employee is discovered to be an organized crime group, an organized crime group member, an organized crime group-related business or group, an interested IHI thereof or other anti-social forces (“Anti-Social Forces”).
- (2) IHI may immediately terminate this TERMS AND CONDITIONS OF ENGINE PARTS SALE at any time, for any reason or no reason, by providing thirty (30) days prior written notice to Buyer of its intent to terminate this TERMS AND CONDITIONS OF ENGINE PARTS SALE.

19. GOVERNING LAW

The formation, validity and interpretation of this TERMS AND CONDITIONS OF ENGINE PARTS SALE and any part hereof shall be governed by and construed and enforced in accordance with the substantive laws of Japan. In no event shall the “United Nations Convention on Contracts for the International Sales of Goods” apply to this TERMS AND CONDITIONS OF ENGINE PARTS SALE.

20. DISPUTE RESOLUTION

All disputes arising out of or in connection with this TERMS AND CONDITIONS OF ENGINE PARTS SALE including any question regarding its existence, validity or termination, shall be settled by an amicable effort of the parties. An attempt to arrive at settlement shall be deemed to have failed as soon as one of the parties so notifies the other party in writing. If an attempt for settlement has failed, the dispute shall to the extent permitted by statute – be exclusively and finally settled by arbitration to be conducted by the International Chamber of Commerce (ICC) in accordance with its Rules of Arbitration. Unless the parties agree to one arbitrator, there shall be three arbitrators, one selected by each party and the third selected by the two arbitrators chosen by both parties. The venue of arbitration shall be Tokyo, Japan. Language of the arbitration shall be English, and judgment on the award rendered shall be final and binding on the parties

and may be entered in any court having competent jurisdiction.

21. TOTAL LIABILITY

In no event shall IHI be liable for any losses or damages of the Buyer or its customers, or any claim, whether in contract, tort (including negligence of any degree) or otherwise, arising out of, connected with, or resulting from this TERMS AND CONDITIONS OF ENGINE PARTS SALE and/or sale of the Engine Parts.

22. CONSEQUENTIAL LOSS

In no event, whether as a result of breach of contract, warranty, tort, product liability, or otherwise, shall IHI, or its subcontractors or suppliers, be liable for any special, consequential, incidental, indirect, punitive or exemplary damages, loss of profit or revenues, loss of use of Parts and aircraft, cost of capital, cost of substitute goods, facilities, services or replacement power, downtime costs or claims of Buyer's customer for such damages.

23. SOLE REMEDY

The parties' liability under this TERMS AND CONDITIONS OF ENGINE PARTS SALE shall be their sole and exclusive liability under or in relation to this TERMS AND CONDITIONS OF ENGINE PARTS SALE and shall replace or supersede any other warranties, guarantees or conditions which might otherwise be imposed or implied by laws, customarily or otherwise.

The remedies available to the party in respect of the other party's liability under this TERMS AND CONDITIONS OF ENGINE PARTS SALE shall be sole and exclusive remedies available to the party under or in relation to this TERMS AND CONDITIONS OF ENGINE PARTS SALE.

24. HEADINGS

Captions, as used in these terms and conditions, are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

25. ENTIRE AGREEMENT

The express terms and conditions contained on the face and on the reverse side hereof and those set forth on any continuation sheet contain the entire understanding of the parties with respect to the same of the Engine Parts. Buyer agrees to be bound by TERMS AND CONDITIONS OF ENGINE PARTS SALE, notwithstanding Buyer's terms and conditions whether or not supplied to IHI at any time.

26. SEVERABILITY

If a court of competent jurisdiction holds any provision of this TERMS AND CONDITIONS OF ENGINE PARTS SALE invalid or unenforceable, the remaining provisions of this TERMS AND CONDITIONS OF ENGINE PARTS SALE will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

27. ANTI-CORRUPTION

Buyer represents, warrants and agrees to IHI that: (1) it is fully aware of the US Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 and other applicable bribery, fraud, kickback, or other similar anti-corruption laws or regulations in jurisdictions in which it or any of its affiliates conducts business (collectively the “Anti-Corruption Laws”); (2) it shall comply with any Anti-Corruption Laws; (3) it has and shall at all times implement adequate procedures designed to prevent it, its employees or any person who performs services for or on behalf of it in any capacity from engaging in any activity which would constitute an offence under any Anti-Corruption Laws; and (4) breach of any of the provisions under this Article or any Anti-Corruption Laws entitles IHI to terminate this TERMS AND CONDITIONS OF ENGINE PARTS SALE immediately. Notwithstanding any other Article in this TERMS AND CONDITIONS OF ENGINE PARTS SALE, if Buyer fails to comply with any of the provisions in this Article, Buyer shall indemnify and hold harmless IHI from and against any and all suits, actions or administrative proceedings, claims, demands, losses, penalties, damages and costs and expenses of any nature, without prejudice to any other rights or remedies of IHI available at law.

28. SURVIVAL

Articles 4(2), 10, 14, 20, 21, 22 through 29 of this TERMS AND CONDITIONS OF ENGINE PARTS SALE shall survive termination even after the termination.