

Standard Terms and Conditions

1. Standards and Practices, FAA Requirements. Delta Air Lines, Inc. (“**Delta**”) will perform all work as set forth in the applicable agreement document (the “**Order**”) referencing these terms (collectively, the “**Services**”) in accordance with the regulations set forth in FAR 43 & 145 & EASA as authorized under its FAA Repair Station Air Agency Certificate Nos. DALR026A, DAL2026A, and EASA.145.4380. Such Order and these Standard Terms and Conditions shall be deemed the “**Agreement**” as the term is used herein. As applicable, the customer set forth in the Order (“**Customer**”) authorizes the Services to be performed in accordance with current Delta’s standard practice, engine / aircraft maintenance manuals, process standards and material equivalents, using methods, techniques and practices acceptable to the FAA. Customer approves Delta’s use of: Delta policies and procedures, including engineering, work documents, records, and handling, and tooling and equipment calibrations and equivalents; Delta’s quality control programs and systems; and Delta’s qualifications and certifications with no further requirements.

2. Payment. Customer shall pay in full all costs of the Services, plus any additional charges, following the completion of the Services and prior to redelivery of the equipment specified in the Order (the “**Equipment**”). Customer shall make all payments in United States currency. Delta may apply payments received from Customer against any amounts Customer owes to Delta, in Delta’s sole and absolute discretion. Any and all charges not paid when due shall bear interest at the rate of the lesser of one and one-half percent (1.5%) per month, or the highest rate allowable under applicable law, from the due date until such unpaid balance has been paid in full. Delta may submit any and all amounts Customer fails to pay when due, together with any interest or other fees to which Delta may be entitled, through the IATA Clearinghouse as applicable. If Delta initiates any action to collect any amount owed under this Agreement that is not paid when due, Customer shall reimburse Delta for all reasonable costs and attorney’s fees that Delta incurs in such action. All amounts charged hereunder are exclusive of taxes.

3. Risk of Loss. Risk of loss or damage to the Equipment remains with Customer at all times, except with respect to loss or damage resulting from Delta’s gross negligence or willful misconduct following delivery and prior to redelivery of the Equipment. In such event, Delta’s liability is limited to actual physical damage to the Equipment, up to the Equipment’s replacement value.

4. Delta Warranty. Delta’s warranties in this Agreement apply to each item of Equipment individually.

Delta warrants that the Services will be performed in a workmanlike manner and that the Services will be free from defects in materials and workmanship, in each case for ninety (90) days after Customer first operates the Equipment or one (1) year after Delta performs the Services on the Equipment, whichever first occurs (the “**Warranty Period**”). The foregoing warranty includes parts fabricated by Delta, as well as parts Delta has refurbished so as to make serviceable, but only to the extent of the Services performed and not as related to defects in manufacturing and materials that existed upon Delivery.

With respect to parts Delta furnishes under this Agreement but that are neither fabricated by Delta nor refurbished by Delta so as to make serviceable, Delta warrants that the parts will be subject to Delta’s own receiving procedures and will be selected in accordance with industry standards. Delta does not otherwise warrant the quality of such parts. Delta shall use its commercially reasonable efforts to assign to Customer any currently effective warranties Delta receives from the manufacturer or vendor of parts used in the performance of the Services.

At no charge to Customer, and as Delta’s sole obligation and Customer’s sole remedy with respect to the warranties set forth in this section, Delta shall correct any defect in Delta’s workmanship or replace any parts that do not conform to such warranties. As a condition precedent to Delta’s obligations under the previous sentence, Customer must make all warranty claims (each a “**Warranty Request**”) to Delta

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in writing within thirty (30) days after Customer discovers the defect giving rise to each such claim and prior to the conclusion of the Warranty Period. Once Customer discovers a defect, Customer shall not operate the Equipment without Delta's prior written consent. Customer is liable for any additional costs or damage resulting from continued operation of the Equipment without Delta's prior written consent. Customer shall allow Delta, at Delta's request, to inspect any Equipment for which Customer makes a warranty claim, and Delta shall notify Customer of Delta's acceptance or rejection of a warranty claim within forty-five (45) days following Delta's receipt of a Warranty Request. If Delta accepts a warranty claim, Customer shall, at Delta's option, (i) transport the Equipment to Delta's facility (or to a repair station approved by Delta) at Customer's own risk, cost and expense, or (ii) allow Delta to perform repairs on the Equipment at Customer's facility. With Delta's prior written consent, Customer may repair an item of Equipment on which a warranty repair is required, and Delta will reimburse Customer, at the time and labor rate agreed to in advance by both parties, for any repair expenses Customer incurs.

Delta is not obligated to perform any warranty work on any item of Equipment if: (i) Customer fails to comply with the requirements of this Agreement with respect to such item of Equipment; (ii) such Equipment has not been operated and/or maintained by properly qualified, licensed and supervised personnel in accordance with the applicable manufacturer's operating and maintenance instructions and the operator's approved maintenance program; (iii) the Equipment has not been operated in accordance with applicable laws and the operator's applicable operations manuals; or (iv) the Equipment has been subjected to abuse, misuse, neglect, contaminants or accidental damage.

THE WARRANTIES SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND IN SUBSTITUTION FOR ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXCEPT ANY OTHER WARRANTY SPECIFICALLY SET FORTH IN THIS AGREEMENT.

5. Customer Warranty. Customer represents and warrants to Delta that, to the best of its knowledge, the Equipment has been operated and/or maintained by properly qualified, licensed and supervised personnel in accordance with the applicable manufacturer's operating and maintenance instructions or the operator's approved maintenance program; (b) the Equipment has been operated in accordance with applicable government regulations and the operator's applicable operations manuals; and (c) the Equipment has not been subject to abuse, misuse, neglect or accidental damage prior to the Services test cell run.

6. Non-reliance. Customer is solely responsible for making all decisions relating to the Equipment, including but not limited to decisions regarding maintenance, scheduling and workscopes. Any engineering services that Delta provides with regard to the Equipment run will be on a consulting basis only. Delta makes no warranty with respect to such engineering services. Delta expressly disclaims and Customer hereby releases Delta for any liability, including but not limited to liability for direct, indirect, special, consequential, incidental or punitive damages, arising out of or associated with such engineering services, recommendations by Delta or any decisions made by Customer with respect to the Equipment.

7. Title. Title to the Equipment remains with Customer or the owner thereof at all times. Title to all new or replacement parts or materials placed on or attached to, installed on or becoming a part of the Equipment, that were purchased or otherwise supplied or manufactured by Delta or its subcontractors, remains with Delta or such subcontractor until redelivery of the Equipment. Delta has a lien enforceable by law against the Equipment equal to the value of the Services performed and materials installed thereon but not paid for by Customer, plus interest, until Delta receives payment in full (inclusive of interest, if any).

8. Indemnity. To the fullest extent allowed by applicable law, Customer shall defend Delta, and its respective subsidiaries and affiliates, and its and their officers, stockholders, directors, agents and



employees (collectively, the “**Delta Indemnified Parties**”) against any and all claims, demands, suits, or actions, actual or threatened (“**Claims**”), and shall release, indemnify, and hold harmless the Delta Indemnified Parties for and from any and all liabilities, obligations, losses, damages, deficiencies, penalties, levies, fines, judgments, settlements, costs and expenses, including interest, litigation costs, and reasonable attorney’s fees (“**Losses**”), to the extent such Claims or Losses arise out of or result from performance or nonperformance under this Agreement. Losses may include, but are not limited to, injury to or death of any person (including employees), or damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of Customer). This Section shall apply regardless of whether the Claim or Loss arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, a Delta Indemnified Party; provided, however, that nothing contained in this Section shall require Customer to defend, release, indemnify, or hold harmless any Delta Indemnified Parties from or against any Claim or Loss to the extent arising from the gross negligence or willful misconduct of, or breach of this Agreement by, a Delta Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Delta Indemnified Party, or any other obligation of Customer, its officers, directors, employees, agents or contractors to indemnify a Delta Indemnified Party. Customer’s obligations under this Section shall not be limited in any way by the amount of any insurance coverage required to be obtained hereunder, or by any limitation on the amount or type of damages, compensation or benefits paid or payable by Customer under workers’ compensation acts, disability benefits acts or other employee benefit laws or regulations.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO CUSTOMER’S OBLIGATION UNDER THIS AGREEMENT TO INDEMNIFY DELTA FOR LOSSES ARISING OUT OF THIRD PARTY CLAIMS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRICING SET FORTH IN THIS AGREEMENT AND ANY WORKSCOPE REFLECTS THE LIMITATIONS ON DELTA’S LIABILITIES SET FORTH IN THIS SECTION. IN NO EVENT WILL DELTA’S AGGREGATE LIABILITY TO CUSTOMER PURSUANT TO THIS AGREEMENT EXCEED THE AGGREGATE COSTS CUSTOMER ACTUALLY PAYS TO DELTA FOR SERVICES.

10. Excusable Delay. Neither party will be liable to the other party, or any other party for, nor be deemed to be in default of this Agreement because of, any failure or delay in its performance due under this Agreement caused by acts of God, fire, floods, strikes, work-to-rule actions, go-slows or similar labor difficulties, accidents, vendor delays, terrorist acts, wars, actions by a governmental authority, or for any other similar, foreseeable or unforeseeable cause beyond a party’s reasonable control (“**Force Majeure**”). The parties agree that Force Majeure is not applicable with respect to any payment due from one party to the other. In no event will Delta be liable for any damages, or for failure to satisfy any specified service level or time requirement, to the extent caused by (i) Customer’s failure to perform under this Agreement, (ii) Customer’s improper performance of Customer’s responsibilities under this Agreement, or (iii) Customer’s failure to respond to Delta’s requests for information or approval with reasonable promptness.

11. Governing Law. All matters arising from or relating to this Agreement shall be governed and construed in accordance with the laws of the state of Georgia, United States of America, without giving effect to any choice-of-law provision or rule (whether of the state of Georgia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The Federal or state courts situated in Fulton County, Georgia, United States of America, have exclusive jurisdiction over the resolution of all disputes that arise under this Agreement, and each party irrevocably submits to the



personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the parties' rights or obligations under this Agreement.

12. Complete Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement by or from the other party except for those expressly contained in this Agreement. Any pre-printed terms and conditions contained in any repair order, purchase order invoice or other similar documentation issued by Customer under this Agreement are inapplicable. In the event of any conflict between the terms of this Agreement and the terms of any repair order, purchase order, invoice or any other similar documentation issued by either party in connection with the transactions contemplated under this Agreement, the terms of this Agreement governs and controls.

13. Modification. The terms of this Agreement may not be modified or amended other than by a writing executed by both parties by their duly authorized representatives.

14. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address, as appropriate, as set forth below the parties' signatures hereto. Any such notice, request, or other communication shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the third day following the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall not affect the validity or the effectiveness of the notice, request or other communication. By giving prior written notice thereof, either party may from time to time and at any time change its mailing address hereunder.

15. Successors and Assigns; No Third Party Beneficiaries. This agreement is legally binding upon and inures to the benefit of the parties and their permitted successors and assigns. Other than the Delta Indemnified Parties, no third party is intended to benefit from, nor may any third party seek to enforce, any of the terms of this agreement.

16. Compliance with Laws. In performing its respective obligations under this Agreement, and notwithstanding anything to the contrary in this Agreement, each party agrees to the requirements of Delta's compliance terms, as available at <https://www.delta.com/compliance-terms> (the "**Delta Compliance Policy**"), which are incorporated in this Agreement by reference with the same force and effect as if they were stated in full text in this Agreement. As used in the Delta Compliance Policy, "Company" shall refer to Customer.