



# 1 Vision Aviation

## Standard Terms and Conditions for Purchases of Goods and Services

1 Vision Aviation, PLLC, herein referred to as the “1 Vision Aviation” and the person or entity selling goods to 1 Vision Aviation is referred to as the “Vendor.” 1 Vision Aviation and Vendor may hereinafter be individually referred to as “Party” and collectively as “Parties.” Purchase of any goods or services is expressly conditioned on Vendor’s acceptance of these terms.

Any contract, purchase order, repair order, quote and/or general terms agreement (collectively referred to as the “Agreement”) between the Parties, for the purchase of goods or services, shall be formed in accordance with these terms. These terms will apply to all transactions between 1 Vision Aviation and Vendor and are deemed to be accepted by Vendor upon delivery to 1 Vision Aviation of the goods or services purchased. No modifications of the Agreement or any Order will be binding on 1 Vision Aviation unless in writing and signed by an authorized representative of 1 Vision Aviation.

These terms supersede all previous agreements with respect to the same subject matter. Vendor acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of 1 Vision Aviation which is not set out in the Agreement.

Vendor acknowledges that it will safeguard confidential information provided as a result of the Agreement.

### 1. Purchase of Goods

#### 1.1 Acceptance

This Purchase Order (“Order”) is neither an expression of acceptance of any offer made to 1 Vision Aviation by Vendor nor a confirmation of any contract or agreement between 1 Vision Aviation and Vendor; it is an offer to Vendor to contract on the terms set forth herein, and such offer expressly limits acceptance by Vendor to the terms set forth herein. These terms supersede and replace all terms and conditions appearing or referred to on any proposal, acknowledgement, or acceptance or any other communication issued by Vendor in connection with this Order.

#### 1.2 Warranties of Material Condition

Vendor warrants that all goods when delivered will be merchantable and free from defects in workmanship. All repaired/overhauled material, parts, equipment, or items (“Material”) supplied by Vendor must have been repaired or overhauled per OEM specifications. All items supplied by Vendor is guaranteed serviceable. Unless otherwise specified in writing, Vendor confirms that it has no knowledge of any serviceable or overhauled item included in this Order having failed in any repair process prior to the current certification.

#### 1.3 Specification and Substitutions

All Material supplied by Vendor shall comply with the applicable part numbers and other specifications stipulated on this Order. Substitutes are permitted only upon prior written consent by an authorized representative of 1 Vision Aviation and clearly noted on the Order.

#### 1.4 Traceability

All new parts must be traceable to the Production Approval Holder (“PAH”). An authorized release document from the applicable civil aviation authority regulating such PAH must accompany the new component.

Standard parts must be traceable to the manufacturer and accompanied by a conformity statement.

Used (Repaired, Overhauled, or Inspected/Tested) parts must be traceable to FAA and/or EASA- certificated facilities. The used part:

- Must include an FAA Form 8130-3 single release, an FAA Form 8130-3 issued as a dual release, an EASA Form 1 dual release, or a TCCA Canadian Form One, in each case as applicable and as specified on the Order.
- Must include a Non-Incident/ Non-Accident letter stating that the parts have not been involved in an incident/accident, subjected to severe stress or heat, or submersed in salt water.

- Must comply with all Airworthiness Directives and associated Service Bulletins.

#### 1.5 Delivery and Packaging

All goods will be packed and marked (including notice of hazardous substances) in accordance with industry standards and will comply with applicable laws and carrier requirements. Goods will be packed in accordance with Aviation Transport Association (“ATA”) 300. Each container will be marked with applicable Order number and be accompanied by one copy of the shipping papers.

#### 1.6 Termination for Convenience

1 Vision Aviation may at any time prior to delivery terminate this Order for its convenience.

#### 1.7 Returns

1 Vision Aviation may, in its sole discretion, at any time and from time to time, within (60) days after acceptance of goods, return to Vendor all or any part of such goods for full credit.

### 2. Purchase of Services

#### 2.1 Terms of Agreement

Vendor will arrange and carry out maintenance, inspection, repair, and/or overhaul services (“Services”) with respect to engine and aircraft parts (collectively referred to as “Component(s)”) under the control of 1 Vision Aviation as further set forth in the applicable agreement.

#### 2.2 Services Standard and Performance of Services

Vendor warrants that it holds and will maintain all required civil aviation authority certifications and other approvals applicable to performance of the Services being provided.

All services performed and materials furnished by Vendor in providing the Services shall be in accordance with the requirements set forth by the FAA, EASA, or TCCA and in accordance with Vendor’s Quality Manual and Procedures and Vendor’s maintenance program.

#### 2.3 Right to Subcontract

Vendors may only subcontract the performance of Services with the express prior written approval of 1 Vision Aviation. In the event 1 Vision Aviation approves Vendor’s request to subcontract any or all of its obligations hereunder, Vendor warrants that its subcontractor shall perform the Services in accordance with the maintenance approvals set forth in Section 2.2. The performance of Services by any subcontractor shall not relieve Vendor of any of its contracted obligations.

#### 2.4 Terms of Payment

Unless otherwise provided for in the Agreement, Vendor shall issue an invoice for the Services and email a copy of such invoice to 1 Vision Aviation at [ap@1vision.aero](mailto:ap@1vision.aero).

#### 2.5 Delivery, Redelivery and Packing

Unless otherwise provided for in the Agreement, 1 Vision Aviation shall prepare and package the Component(s) in accordance with ATA-300 and deliver them to Vendor’s repair facility. Upon completion of Services, Vendor will repackage the in accordance with ATA-300, and redeliver the Component(s) to 1 Vision Aviation.

Risk of loss or damage to Components remains with 1 Vision Aviation at all times, except while Components are under Vendor’s care, custody, and control following delivery and prior to redelivery.

#### 2.6 Warranty

Vendor warrants that the Services performed on Component(s) contracted by 1 Vision Aviation shall be will be free from defects, and that the parts used therein will be free from defects in material and manufacture. Nothing herein shall limit any warranties to which 1 Vision Aviation is entitled pursuant to applicable law.

If any Services performed by Vendor prove to be defective, Vendor will correct such defect by repairing or replacing the affected Component(s). 1 Vision Aviation agrees to advise Vendor within thirty (30) days of the reported failure. Warranty claims must be reported within (i) twenty-four (24) months after the installation date of the Component for overhauled Components, and (ii) twelve (12)



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months after the installation date of the Component for repaired Components;

If Vendor elects to repair the Component subject to 1 Vision Aviation's warranty claim, Vendor will perform the repair itself, either at Vendors repair facility or at location as agreed with 1 Vision Aviation, or arrange for a third party approved by 1 Vision Aviation to perform the repairs. Cost of removal, incoming transportation, and reinstallation is included in the price listed in the originating Agreement. Vendor will cover the cost of return transportation for repairs covered under the warranty.

Vendor hereby assigns or otherwise transfers to 1 Vision Aviation, insofar as Vendor is able to do so, the benefits under any parts warranties by manufacturers or suppliers in favor of Vendor and will process warranty claims with such manufacturers or suppliers on 1 Vision Aviation's behalf. Any allowance given by manufacturers or suppliers on warranty claims will be credited to 1 Vision Aviation's account.

### **3. Quality**

Vendor will maintain a quality management system capable of ensuring that goods or Services to be provided are as specified in the Order. Vendor will have access to the most current revision status of identified specifications, drawings, process requirements, work instructions and other relevant technical data necessary to provide goods or Services conforming to the requirements specified in the Order;

Vendor shall:

- notify 1 Vision Aviation of any nonconformities regarding goods or Services, for both Components already delivered and Components in process. Vendor shall also obtain approval from 1 Vision Aviation for nonconforming goods disposition;
- prevent the use of suspected unapproved, unapproved, and counterfeit parts;
- notify 1 Vision Aviation in writing in advance of any changes to (1) the goods, their specifications, and/or composition, (2) processes or services, (3) external providers, and (4) location, if applicable, and obtain 1 Vision Aviation's approval of such changes;
- provide a certificate of conformity, test reports, or authorized release certificate, as specified in the Order;
- retain records associated with an Order for a minimum of seven (7) years;
- provide the right of access to 1 Vision Aviation, its customers, and regulatory authorities to the applicable areas of facilities involved in the manufacture or supply of goods or services ordered hereunder and to applicable records, at any level of the supply chain.
- flow down to external providers applicable requirements including specific customer requirements as noted on order.
- ensure that persons are aware of their contribution to product or service conformity; their contribution to product safety; the importance of ethical behavior.
- meet specific authority and customer requirements, format and content of the delivery documentation package as noted on order; and ensure conditions under which product malfunctions, defects, and unairworthy conditions must be reported to the concerned stakeholders.

### **4. Additional Provisions**

#### **4.1 Price and Taxes**

Prices for goods or Services will be set out in the applicable Agreement and shall include, at minimum, applicable taxes, the cost of packing, crating, materials and delivery DDP (Incoterms 2010) to the specified place. Prices are not subject to revision.

#### **4.2 Delays**

If any goods or Services are not delivered within the time specified, 1 Vision Aviation may refuse to accept all or any part of such goods or Services or may cancel the Order; provided however, neither Party will be liable for delays in delivery caused

by Force Majeure Events.

The affected Party agrees to promptly notify the other Party when a Force Majeure Event occurs or is likely to occur and agrees to continue to advise such other Party of new schedules and/or change thereto.

#### **4.2 Termination**

Either Party may terminate the Agreement, including any work in progress, upon written notice to the affected Party if the other Party (a) enters bankruptcy proceedings, (b) fails to perform its obligations under the Agreement, and such failure continues for thirty (30) days after written notification is received from the other Party, the non-defaulting Party may terminate the Agreement immediately upon written notice.

Upon receipt of a notice of termination from 1 Vision Aviation as described above, Vendor will immediately stop all Services and cause its suppliers and/or subcontractors to cease work. In no event will 1 Vision Aviation be liable to Vendor or any third party for any losses or damages resulting from such termination.

Termination of the Agreement as provided herein will not relieve either Party of any liability, obligations, expenses, or charges accrued up to the date of such termination.

#### **4.4 Inspection**

All Services or goods ordered will be subject to inspection and acceptance by of 1 Vision Aviation. within a commercially reasonable time. 1 Vision Aviation, may inspect all or a sample of the Services or goods, and may reject all or any portion of the Services or goods if it determines that they are nonconforming or defective. If 1 Vision Aviation requires replacement of the Services or goods, Vendor shall, at its expense, within five (5) business days replace the nonconforming Services or goods and reimburse 1 Vision Aviation for all related expenses, including, but not limited to, transportation charges for the return of the defective Services or goods and the delivery of replacement Services or goods. If Vendor fails to timely deliver replacement Services or goods, 1 Vision Aviation may replace them with Services or goods from a third party and charge Vendor the cost there of and terminate the Order for cause. Any action by 1 Vision Aviation under this Section will not reduce or otherwise affect Vendor's obligations under the Order, and 1 Vision Aviation will have the right to conduct further inspections after Vendor has carried out its remedial actions.

#### **4.5 Indemnity**

Vendor hereby agrees to release, indemnify, defend, and hold 1 Vision Aviation, its subsidiaries, affiliates, and their agents harmless from any and all losses, liabilities, damages, costs, and expenses (including reasonable legal fees and expenses) resulting or arising (directly or indirectly) from (a) infringement or alleged infringement of intellectual property. (b) for violation by Vendor of applicable laws, including applicable export control laws, and (c) for deaths of or injuries to any persons, and for loss of or damage to any property arising out of or in any way connected with the Services performed or goods sold hereunder.

#### **4.5 General**

If there is any conflict between the terms of an Order and the provisions of the Agreement, the provisions of the Agreement will control. In filling an Order, Vendor and its subcontractor will comply with all applicable federal, state, and local laws, rules and regulations.

#### **4.6 Governing Law and Dispute Resolution:**

The Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Vendor hereby irrevocably consents to the non-exclusive jurisdiction of the federal and/or state courts located in Iowa, USA.

#### **4.7 Notices and Reporting**

All notices and other communications under or in connection with the Agreement will be effective when given in writing by hand delivery, registered or certified mail, overnight courier service or



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email. The address and email details for each Party will be as set forth in the applicable Order.

#### **4.8 Severability**

If any Agreement term, clause or provision is declared or held invalid or enforceable by an arbitrator or court of competent jurisdiction, declaration shall not affect the validity or enforceability of any other term, clause or provision hereof.