

A J WALTER AVIATION LIMITED STANDARD ECOMMERCE TERMS AND CONDITIONS (TERMS FOR CUSTOMERS ONLY)

1. AGREEMENT

- 1.1. These eCommerce Standard Terms govern the terms on which AJW agrees to sell to the Customer Parts as listed on the Website, and Customer agrees to be exclusively bound by these eCommerce Standard Terms. These eCommerce Standard Terms prevail over any standard terms and conditions referenced by Customer in its purchase Order or other documentation provided by Customer with respect to an Order. For the avoidance of doubt, acceptance by AJW of the Customer's Order will not constitute acceptance by AJW of any standard terms and conditions of the Customer. If a conflict arises between any of the terms in the following documents the Order of precedence will be: (i) any written terms accepted by AJW on the Order confirmation e-mail sent to Customer post completion of Order through the Website, and (ii) these eCommerce Standard Terms. AJW recommend printing a copy of these eCommerce Trading Terms for your records. If Customer does not agree to these eCommerce Trading Terms, Customer must not use the Website.

2. DEFINITIONS

- 2.1. In these eCommerce Standard Terms, the following expressions (except where the context requires otherwise) have the following meanings:

“AJW” means A J Walter Aviation Limited, a private limited company registered in England under company number 696050; “AJW Facility” means The Headquarters, Maydwell Avenue, Slinfold, West Sussex, UK, unless expressly agreed otherwise; “Customer” means the purchaser of Parts owned by AJW or a Seller pursuant to a valid Order through the Website; “Dual Use” means the aircraft part can be installed on civil aircraft and also used for military purposes, as defined from time to time by US regulatory authorities; “eCommerce Standard Terms” means these terms under which Customer places an Order through the Website; “NCA Form” means the new customer application form; “Order” means any order submitted by the Customer for a Sale submitted by the Customer to AJW; “Parts” means any aircraft component parts or other goods specified in an Order; “Sale” means the sale of a Part by AJW to the Customer and “Sold” will be understood accordingly; “Seller” means third-party supplier's or stockists who use the Website to sell their own goods; “Website” means the Shopify Inc. web address (<https://outlet.ajw-group.com/>) and Shopify account run and operated by AJW which is used to place the Order and every subsequent or connected Shopify web address which relates to the Sale.

3. GENERAL

- 3.1. In addition to these eCommerce Trading Terms, Customer will be bound and will comply with the following AJW policies:
- 3.1.1. Privacy Policy;
 - 3.1.2. Cookie Policy; and
 - 3.1.3. Acceptable Use Policy;
- All of which can be found at the following web address: <https://outlet.ajw-group.com/pages/terms-conditions>.
- 3.2. Any non-compliance or breach of the above policies will constitute a breach of these eCommerce Trading Terms, and AJW reserves the right to terminate Customer's access to the Website and delete any content uploaded.
- 3.3. AJW has the right, without notice, to amend or make changes, to: (i) these eCommerce Trading Terms, (ii) the Website and (iii) the AJW policies referenced in clause 3.1 above. AJW further has the right to suspend or withdraw Customer's access to the Website at any point in time without notice.
- 3.4. All Parts supplied by AJW will be released in accordance with EASA/JAR and/or FAR regulations.
- 3.5. In the event that the Customer requires an Inertial Reference Unit (IRU) or an Air Data Inertial Reference Unit (ADIRU) for fitment to an aircraft where such fitment will take place outside of the European Union (EU), or if the Customer requesting the IRU or ADIRU is going to be using that part outside of the EU, the Customer will be required to complete an end user statement to confirm that such parts will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, or for any other military purpose (“End User Statement”). AJW will not ship any IRUs or ADIRUs until an electronic copy of the End User Statement has been completed and signed by the Customer and received by AJW. The Customer will ensure an original copy of the End User Statement is sent to AJW within two (2) weeks of the date of shipment. Should AJW not receive an original copy of the End User Statement within two (2) weeks of shipment. AJW will charge the Customer a non-conformance fee of fifteen percent (15%) of the Order price for that Part every two (2) week period thereafter until the statement has been received.
- 3.6. By using the Website and completing an NCA, Customer warrants and confirms that it is using the Website as a business and is not a consumer as defined under the UK Consumer Rights Act 2015.

4. VALIDITY OF PRICE QUOTE

- 4.1. The price quoted by AJW for each Sale on the Website is based on prior sales and market conditions. All prices quoted will be exclusive of any VAT payable.
- 4.2. Any additional information requested will be subject to an additional charge, including, but not limited to, providing; manufacturer certification, test reports, first article inspections, special packaging requirements other information.
- 4.3. Prices and availability of Parts are subject to change without notice to Customer by AJW.
- 4.4. Parts shown without prices will be subject always to the terms of these eCommerce Standard Terms and Conditions.

5. ORDER PLACEMENT

- 5.1. Upon request, AJW will acknowledge receipt of hard copy purchase orders, and their acceptance or denial.
- 5.2. Unless otherwise agreed to in writing, all Orders will have a minimum USD\$100 Order value, excluding any shipping charges.
- 5.3. A Customer's Website users' "basket" will be held for a maximum of 14 days from the time at which the last item was added, subject to Customer's Website users' web browsers cookie settings and AJW's stock which is subject to change depending on demand and therefore a "basket" will be updated accordingly.
- 5.4. At the point of payment, the Part(s) which are in the Customer's secured site user's "basket" will be held for a maximum of 5 minutes, after which the availability of the Part(s) will be subject to clause 4.3 above.

6. DELIVERY

- 6.1. All Parts will be delivered DAP (Incoterms 2010) from the AJW Facility and to the Customer free of charge, subject to clauses 6.2 and 6.3 below. The Customer will reimburse any additional expense incurred by AJW due to the Customer not being ready or able to accept the Parts when requested to do so at delivery.
- 6.2. AJW will use reasonable endeavours to make shipment of the Parts under an Order within the time frames stated on the Order summary. Where Customer requests a specific shipment date for the Order, this may be subject to an additional charge.
- 6.3. When Customer places and completes an Order, any delivery charges for such Order (including where multiple Parts comprise the Order) apply to that singular Order. Other Orders may be subject to delivery charges.

7. PACKING, INSURANCE AND OTHER DOCUMENTATION REQUIREMENTS

- 7.1. Parts dispatched by AJW will be in packaging suitable for road transportation within the United Kingdom. AJW reserves the right to charge for any special packaging requirements of the Customer. Packing materials, containers, etc. provided by AJW are returnable. Where such packing materials are charged as an extra, credit will be allowed if returned carriage has been paid and the packing is received in good condition.
- 7.2. Customer will maintain insurance appropriate to its operations and in accordance with best aviation industry practice and will provide evidence of the same if requested by AJW in writing.
- 7.3. AJW will deliver a Customer's shipment with an AJW certificate of conformance. This document certifies that the parts have been procured and sourced under Federal Aviation Administration approved manufacturing and quality control systems/methods and in airworthy condition. Airworthiness certificates issued by FAA/EASA/CAA approved maintenance facility is provided upon request.
- 7.4. If Customer is the design authority or a sub-contractor to them, a full certification package (i.e., sub-tier supplier certifications including material and processes) will be provided upon request. This request must be stipulated on the purchase order. In order to protect any proprietary data, sub-contractors must provide evidence of permission to obtain proprietary data. An additional charge may be assessed for a full cert package.
- 7.5. If a third party holds the FAA/EASA/CAA approval, a Customer may request a copy of the manufacturer certificate of conformance and/or an FAA Form 8130-3 or ATA106. For standard parts and raw material, a copy of the manufacturer certificate of conformance and/or a test report (a charge may be required) will be provided upon request.

8. PAYMENT TERMS

- 8.1. All payments for Orders placed through the Website are paid on a cash-in-advance basis.
- 8.2. Order placement will be subject to AJW accepting Customer as a customer post-completion by Customer of the NCA Form which can be found on the Website at the following address: <https://outlet.ajw-group.com/account/register>.
- 8.3. The Customer agrees and warrants that title to and ownership of Parts Sold by AJW will remain with and be vested in AJW until AJW has received from the Customer full payment in accordance with these eCommerce Standard Terms.
- 8.4. For Parts purchased from a Seller, AJW will hold all payments by Customer in escrow until Customer acknowledges receipt of the Order.

9. CANCELLATION AND RETURNS

- 9.1. Customer will be entitled to cancel an Order within 24 hours of placing such Order through the Website, subject to shipment of the Order already having been affected, by contacting AJW's customer service team, whose contact details are on the Website. Should Customer wish to cancel post this 24-hour period and the Order has not been shipped, a restocking fee of 25% of the total Order price will apply and be payable.
- 9.2. Where payment has been received by AJW and Customer has cancelled an Order in accordance with clause 9.1, AJW will refund the difference between any cancellation charges and the price paid by Customer.
- 9.3. **Shipped in Error by AJW:** Parts shipped in error by AJW (including those incorrectly identified) may be returned to AJW for credit within 30 days after the product was shipped. Transportation charges for the return will be borne by AJW.

10. WARRANTY

- 10.1. Except where stated otherwise on the Part listing on the Website, AJW provides no warranty whatsoever, and all Parts sold through the Website are Sold on an "AS-IS" or "AS REMOVED". AJW does not provide any repair guarantee or repair costs cap with respect to any "AS REMOVED/Unserviceable" Parts sold through the Website.
- 10.2. Where a Part listing does provide a warranty by stating such on a Part listing on the Website, Customer's sole and exclusive remedy is either: (i) the replacement of the Part, or (ii) the repair of the Part at AJW's cost and direction, both options to be decided solely by AJW subsequent to an inspection by AJW with respect to the warranty claim. Customer will pay for all shipping of the Part (including any and all taxes, costs, levies, duties and charges related) when making a warranty claim, unless AJW accepts the warranty claim after inspection of the Part, in which case AJW will reimburse Customer for all direct shipping costs thereafter.
- 10.3. AJW will not be liable under this clause for any defect resulting from a Part having been exposed or subjected to: (i) any alteration, modification, maintenance, repair, installation, handling, transportation, storage, operation or use that is improper or otherwise not in compliance with AJW's or the original manufacturer's instructions, unless caused by AJW, (ii) any accident, contamination, foreign object damage, abuse, neglect, or negligence after delivery to buyer, unless caused by AJW, or, (iii) any damage precipitated by any part not supplied by AJW.
- 10.4. **EXCLUSION OF LIABILITIES.** THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF AJW AND THE REMEDIES OF CUSTOMER SET FORTH IN THESE ECOMMERCE STANDARD TERMS ARE EXCLUSIVE. CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF AJW, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST AJW, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS OR OTHER GOODS PROVIDED UNDER THESE ECOMMERCE STANDARD TERMS OR ANY ORDER, INCLUDING BUT NOT LIMITED TO: (A) ANY WARRANTY OF MERCHANTABILITY OR FITNESS; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT; AND, (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT OR PART. AJW WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS OR OTHER GOODS PROVIDED UNDER THIS AGREEMENT OR ANY ORDER. AJW'S TOTAL LIABILITY WITH RESPECT TO ANY ORDER WILL BE LIMITED TO THE ORDER VALUE IN WHICH SUCH CLAIM OR LIABILITY ARISES.
- 10.5. Neither party excludes or limits their liability in any way where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

11. ACCESS AND USE OF THE WEBSITE

- 11.1. AJW may update and change the Website from time to time to reflect changes to its products, the users' needs and its business priorities. Where possible, AJW will try to give Customer reasonable notice of any major changes, but Customer will have no claim against AJW where no notice is given.
- 11.2. The Website is made available free of charge.
- 11.3. AJW does not guarantee that the Website site, or any content on it, will always be available or be uninterrupted. AJW may suspend or withdraw or restrict the availability of all or any part of the Website site for business and operational reasons. AJW will try to give Customer reasonable notice of any suspension or withdrawal, but Customer will have no claim against AJW where no notice is given.
- 11.4. Customer is responsible for ensuring that all persons who access the Website through Customer's internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 11.5. Where Customer is granted access to the Website and is provided with the opportunity to create a user and login after successfully completing the NCA, Customer and Customer's users are required to keep such login details including their user name and passwords (including any initial temporary password) safe and secure and will further keep such information confidential. Customer and Customer's users must not disclose such information to any third party.
- 11.6. AJW has the right to disable any user identification code or password, whether chosen by Customer or allocated by AJW, at any time, if in AJW's reasonable opinion Customer has failed to comply with any of the provisions of these terms of use. Should Customer believe or suspect that anyone not authorised to hold such confidential login details, Customer will immediately notify AJW at outletstore@ajw-group.com.
- 11.7. By accessing the Website, Customer agrees to the terms listed here in clause 11, and any other terms and conditions Customer is required to comply with regarding the use of the Shopify platform.
- 11.8. AJW hereby authorizes Customer to view, copy, print, and distribute documents on the Website subject to the following conditions:
- 11.8.1. The document is used for informational purposes only;
- 11.8.2. The document is used for non-commercial purposes;
- 11.8.3. Any copy of this document or portion thereof must include this copyright notice in its entirety; and
- 11.8.4. Any program, publication, design, product, process, software, technology, information, know-how, or idea described in any on the Website or as part of the Order document may be the subject of other rights, including other intellectual property rights, which are owned by AJW or other interested parties and are not licensed to Customer hereunder.
- 11.9. Any and all documents and the information contained on such documentation are provided "AS-IS" and AJW makes no express or implied representations or warranties regarding this document or its information. Without limiting the foregoing, AJW does not warrant that the document or information will be error-free or will meet any particular criteria of performance or quality. AJW expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. Customer's use of any and all documentation and information on the Website or otherwise as part of an Order is done so at Customer's own risk. Customer assumes full responsibility and risk of loss resulting from the use of any and all documentation or information. AJW will not be liable for any special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use of this document or information. If any of the foregoing is not fully enforceable for any reason, the remainder will nonetheless continue to apply.
- 11.10. The name "AJW," the AJW logo, product names, and all page headers, footers, and icons are trademarks or registered trademarks of A J Walter Aviation Limited. All other product names mentioned herein are the trademarks of their respective owners.
- 11.11. Certain links on the Website server may lead to resources maintained by third parties over whom AJW has no control. AJW makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.
- 11.12. Customer must also comply with AJW's Acceptable Use Policy which can be found here: <https://outlet.ajw-group.com/pages/terms-conditions>.
- 11.13. The Website may include information and materials uploaded by other users of the Website, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by AJW. Any views expressed by other users on the Website site do not represent the view or values of AJW. If Customer wishes to complain about content uploaded by other users, please contact AJW on outletstore@ajw-group.com.
- 11.14. Customer is not entitled to link the Website to their own website, or any other website owned by a third-party, except where Customer is also a Seller and has accepted the eCommerce Trading Terms (which can be found at the following web address: <https://outlet.ajw-group.com/pages/terms-conditions>).

12. THIRD-PARTY SELLERS

- 12.1. Customer acknowledges that the Website is an eCommerce platform, and therefore Sellers may post their own listings for Parts which they have for sale. In these instances, Customer agrees to the following:
- 12.1.1. The information and documentation listed on such Seller's listing is not produced, vetted or approved by AJW, and AJW provides no warranty as to its accuracy or completeness and Customer relies at all times on its own judgement whether to proceed with the Sale or not;
- 12.1.2. Customer may use the chat function to contact the Seller directly with any questions or queries they may have regarding the Part. In any event, Customer will not contact or attempt to contact the Seller directly or indirectly in relation to the Part seeking to arrange a Sale directly with the Seller and not through the Website. Where Customer attempts or is successful in completing a Sale by doing this, Customer may have their access to the Website removed immediately with any funds on account forfeited to AJW as compensation and Orders currently in process cancelled;
- 12.1.3. The terms of sale for Orders placed by Customer for a Seller's Order will be those decided and agreed to between the Customer and Seller. AJW has no liability, obligation or warranty with respect to any terms and conditions listed on a Seller's listing on the Website; and
- 12.1.4. Customer agrees and acknowledges that all Orders from a Seller completed through the Website are between Customer and a Seller, and that AJW, by making the Website available, acts only as a facilitator and intermediary between the Customer and Seller, and AJW shall have no liability whatsoever for any claim relating to an Order between a Customer and Seller. Where there is a dispute between Customer and Seller, AJW will act as mediator where possible and practicable to do so but shall have no obligation to do so.

13. FORCE MAJEURE

- 13.1. Neither AJW nor Customer will be in breach of these eCommerce Standard Terms nor liable for delay in performing, or failure to perform, any of its obligations under these eCommerce Standard Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations, provided

that if the period of delay or non-performance continues for 1 month the party not affected may terminate an Order which is subject to these eCommerce Standard Terms by giving 7 days' written notice to the other party.

14. CONFIDENTIALITY

- 14.1. Each of AJW and Customer undertakes that it will not disclose to any third party any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or the contents of any written agreement between the parties, except as required by law or with the written consent of the other party.
- 14.2. AJW will be entitled to share data and information with its; affiliates and/or sister companies forming part of the "AJW Group", consultants, service providers, sub-contractors and other designated third parties as required for legitimate business purposes.

15. IMPORT AND EXPORT LICENCES AND REGULATIONS

- 15.1. As the recorder, importer and exporter of the Parts, the Customer will be responsible for obtaining any import license, export license, exchange, loan, permit or other required governmental authorisation relating to the Part and will be responsible for complying with all U.K. and foreign government licensing and reporting requirements in connection with these eCommerce Standard Terms. If required by AJW, the Customer will make any such licences and authorisations available to AJW prior to the relevant Order shipment. AJW will have no liability for any non-renewal, denial, restriction or delay in respect of any Customer application for a licence, permit or authorisation.
- 15.2. The parties agree that any export of Parts pursuant to these eCommerce Standard Terms may be subject to both U.S. Export Administration Regulations, the International Traffic in Arms Regulations and other export control requirements of the U.S., the United Kingdom or the European Union (collectively the "Export Regulations"). In respect of any Part which is the subject of a transaction pursuant to these terms, the Customer agrees not to:
 - 15.2.1. dispose of any U.S. origin items classified by the U.S. Department of Commerce's Bureau of Industry and Security as Dual Use items other than in the country of destination, as identified in any government license or authorisation for the Part; and
 - 15.2.2. lease, exchange or dispose of any items to any country, company or individual that is either (i) required by any Export Regulations to hold a licence to receive the goods (and does not hold the required licence); or (ii) is prohibited from receiving exports by Export Regulations, as amended from time to time including, but not limited to; Iran, Cuba, Syria, North Korea or Sudan.
- 14.3 Each party to these eCommerce Standard Terms will comply with all applicable laws, statutes and regulations applicable to it.

16. MISCELLANEOUS

- 16.1. AJW and the Customer declare that they each have the right, power and authority, and have taken all action necessary, to execute and deliver and to exercise their rights and perform their obligations under these eCommerce Standard Terms.
- 16.2. Unless and until AJW and Customer expressly agree otherwise in writing, these eCommerce Standard Terms and the relevant Order contain the entire agreement between the parties with respect to its subject matter. Each of AJW and Customer acknowledges that, in entering into these eCommerce Standard Terms, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these eCommerce Standard Terms. Nothing in this Clause will limit or exclude any liability for fraud.
- 16.3. If any provision of these eCommerce Standard Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of these eCommerce Standard Terms, and the validity and enforceability of the other provisions of these eCommerce Standard Terms will not be affected. In addition, if a part of these eCommerce Standard Terms becomes invalid, the parties will endeavour in good faith to reach agreement on a replacement provision that will reflect, as nearly as possible, the intent of the original provision.
- 16.4. The Customer will not assign, transfer or sub-contract any Order to any third party without AJW's prior written consent.
- 16.5. The parties to these eCommerce Standard Terms do not intend to confer any rights whatsoever on any other party. Accordingly, the parties hereby expressly exclude the provisions of the Contracts (Rights of Third Parties) Act 1999 (or re-enactment thereof).
- 16.6. Where the Customer delivers any other standard terms and conditions to AJW in respect of an Order, these eCommerce Standard Terms will prevail.

DISPUTE RESOLUTION, LAW AND JURISDICTION

- 16.7. All disputes arising out of or in connection with these eCommerce Standard Terms or an Order will, to the extent possible, be settled amicably by negotiation between the Chief Executive Officer of AJW and the Chief Executive Officer, Chief Commercial Officer or Chief Operations Officer of the Customer within thirty (30) days from the date of written notice by either party of the existence of such a dispute and, failing such amicable settlement, will be finally resolved (i) if the Customer is from a country which has ratified the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (the "New York Convention"), by arbitration under the London Court of International Arbitration Rules, which are deemed to be incorporated by reference into this clause where the number of arbitrators will be one, the language of the arbitration will be English and the seat of arbitration will be London, England; or (ii) if the Customer has not ratified the New York Convention, the dispute will be subject to the exclusive jurisdiction of the English courts.
- 16.8. These eCommerce Standard Terms, and any dispute arising from it (including non-contractual disputes or claims) will be interpreted in accordance with the laws of England and Wales.
- 16.9. Any Customer incorporated outside the EU will provide either a UK address for service of process or will appoint a process agent in the UK as a condition precedent to being granted credit by AJW. Customer will notify AJW of such address where and when requested by AJW within 5 calendar days of such request.