



ALKON TERMS OF SALE

The purchase of products, goods and services (collectively, "Goods") from Alkon Corporation and all divisions thereof including Star Hydraulics, AIRman Products and Allen Avionics (collectively, "Alkon") is governed by these Terms of Sale (these "Terms"). All terms and conditions on any document which are contrary to or inconsistent with these Terms are expressly rejected by Alkon and waived by the person or entity ("Buyer") who ordered or purchased the corresponding Goods. These Terms constitute the entire, complete and exclusive agreement between the parties with respect to Buyer's purchase of the Goods. Notwithstanding any other acts or omissions of the parties, Buyer's order or purchase of the Goods constitutes Buyer's agreement to these Terms.

1. Delivery. Delivery terms are EXW (INCOTERMS 2000). Buyer assumes full responsibility for the Goods upon Alkon's delivery to Buyer's carrier at Alkon's facility, including proper arrangement and security for transport.

2. Price. Prices for the Goods are subject to change and revision by Alkon at any time. All orders are deemed made at Alkon's prices current at the time of order acceptance. Prices are exclusive of taxes and shipping related costs and are payable only in U.S. currency. Availability of the Goods and descriptions and specifications of the Goods are subject to change without notice. Buyer shall reimburse Alkon for all taxes, shipping related costs or other charges which Alkon may be required to pay upon the sale, transportation or use of the Goods. The opening and maintenance of a credit account with Alkon is subject to Buyer providing satisfactory references and observing all of the terms on which credit is given. Alkon reserves the right to refuse to extend credit at any time and for any reason.

3. Payment Terms. Payment terms for all sales are net 30 days. If Buyer fails to make payment when due, in addition to Alkon's other rights and remedies, Alkon may suspend performance without responsibility or liability to Buyer for resultant delay. Buyer shall not be entitled to make any deductions or set off of any amounts (including those for alleged damages) against payments due to Alkon. Alkon may treat any failure by Buyer to make any payment within 10 days of the due date as an improper cancellation of the order. Past due accounts shall bear a service charge of 1.5% per month (18% per annum). In addition to any other amounts due hereunder, Buyer shall reimburse Alkon for all costs and expenses incurred (including attorneys' fees and costs) in collecting any amounts due.

4. Security Interest. Until the entire amount due Alkon is paid, Alkon shall have a purchase money security interest in the Goods, including the proceeds thereof, with all rights and remedies of a secured party in any jurisdiction. Buyer authorizes Alkon to file financing statements, or such other documents, appropriate to protect Alkon's security interest, without Buyer's signature. If Buyer has granted a third party a blanket security interest in the type of collateral of which the Goods would be characterized under the Uniform Commercial

Code or applicable law, Buyer shall notify Alkon of such fact in writing prior to shipment of the Goods.

5. Inspection and Acceptance. Buyer cannot reject the Goods as non-conforming unless promptly upon delivery, but no later than 15 days after delivery, Buyer shall (a) examine and inspect the Goods, and (b) notify Alkon of any defect in material or workmanship or any other fact that causes the Goods not to conform to the agreement between Buyer and Alkon. Failure to so inspect and inform Alkon of a defect within the foregoing time period or the use of any Goods by Buyer at any time shall be conclusive evidence that Alkon has satisfactorily tendered delivery and that Buyer has inspected and accepted the goods. Should Buyer timely and properly notify Alkon of any defects in the Goods, in addition to any other obligations Buyer may have to Alkon, Buyer shall re-pack the Goods into their original packaging and store those Goods in an appropriate environment pending instructions from Alkon. At Alkon's option, Alkon may ship and bill to Buyer products replacing defective Goods and issue a credit to Buyer only when the rejected Goods are received by Alkon.

6. Shortages and Delays; Force Majeure. Any dates quoted for delivery are approximate only. In the event of inability for any reason to supply the total demand for goods, Alkon may allocate its available supply among any or all purchasers on such basis as it may deem fair and practical, without liability. Alkon shall not be liable for loss, damage, detention or delay nor be deemed to be in default from causes beyond its reasonable control, including but not limited to fire, strike, labor difficulties, act or omission of any governmental authority or of Buyer, compliance with import or export regulations, insurrection or riot, embargo, pandemic, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources (all of the foregoing, "Force Majeure"). In the event of delay due to Force Majeure, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay, without liability to Alkon. In no event shall Alkon be liable for Buyer's losses due to late delivery or failure of any Goods whether or not due to Force Majeure. If shipments are delayed at Buyer's request, due to Buyer's acts or omissions or due to circumstances that are not within Alkon's control, payment shall be made by Buyer within

January 31, 2025



seven days after Buyer has been notified by Alkon that the Goods are ready for shipment. If shipment is delayed, in addition to any other remedy available to Alkon, the Goods may be stored by Alkon at Buyer's risk and expense. If an order is delayed at Buyer's request or due to Buyer's fault for more than 30 days, Alkon may cancel the order.

7. Returns/Cancellation. No Goods may be returned outside of warranty except upon Alkon's written authorization in Alkon's sole discretion. For any such authorized return, the Goods must (A) be in new condition, suitable for resale and with all original parts and in original undamaged packaging, and (b) not have been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. If Alkon agrees to accept a return, Buyer shall pay all costs and bear all risk of returning the Goods to Alkon's facility and pay a restocking charge of 25% of the price or \$25, whichever is greater. Orders accepted by Alkon can be cancelled only with the written consent of Alkon in Alkon's sole discretion and only upon payment of a cancellation charge of 25% of the price or \$25, whichever is greater, or such greater amount as may be specified by Alkon in its consent. Any cancellation shall terminate all of Alkon's obligations with respect to the order.

8. Limited Warranty. Alkon warrants to Buyer that the Goods will be free from defects in material and workmanship for 24 months after delivery of the Goods to Buyer (the "Limited Warranty"). Any claim under the Limited Warranty must be made within 30 days of discovery of a defective condition, and in no event later than 25 months after delivery of the Goods to Buyer. The Limited Warranty covers only new Goods which are found by Alkon to be defective in material or workmanship as delivered to Buyer. The Limited Warranty is not transferable or assignable and any such transfer or assignment is void. If Buyer resells the Goods or incorporates the Goods into equipment sold by Buyer, the Limited Warranty may be passed through to Buyer's customer, but Buyer shall not alter the Limited Warranty in any way. **EXCLUSIONS:** The Limited Warranty does not cover service trips, service calls, costs of removing and reinstalling Goods or components and other labor charges or the cost of shipment of replacement parts. The Limited Warranty does not cover and excludes damages due to (a) failure to install, label, operate or maintain the Goods as directed in any instruction manual or bulletin or under applicable law or regulation, (b) misuse, abuse, neglect or modification of the Goods in any way, (c) improper service, use of replacement parts or accessories that are not specified by Alkon, (d) improper installation, accident, fire, flood, acts of God or other casualty, (e) use of the Goods for other than their intended purpose and normal usage, (g) damage during shipment (claims must be filed with carrier), (h) any defect from a drawing, design or specification supplied by or on behalf of Buyer, or (i) incompatibility with items not supplied by Alkon. No warranty coverage is applicable if Buyer cannot prove the original purchase date, the data plate and/or serial

number on any Goods is removed, defaced, modified or altered in any way, or if Alkon is not able to inspect the Goods.

9. Limitations on Warranty. Except for the Limited Warranty, Alkon makes no representation or warranty of any type, express or implied, including any warranty of merchantability, warranty of fitness for a particular purpose or warranty of noninfringement or warranty arising from any course of dealing, course of performance or usage of trade. Alkon will not under any circumstances be liable for any special, indirect, punitive or consequential damages (even if Alkon has been notified of the possibility of such damages) resulting from or related to the Goods, including but not limited to loss of profits or loss of opportunity. Alkon's sole obligation and Buyer's exclusive remedy with respect to any Goods, whether arising in contract, tort (including negligence), strict liability, breach of warranty or otherwise, is limited to Alkon, at its discretion, replacing or repairing the defective Goods, providing replacement parts or issuing Buyer a credit equal to the price paid to Alkon for such defective Goods, and in no event will Alkon's liability exceed the amounts actually received by Alkon for any Goods. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Alkon is willing and able to repair or replace defective Goods or parts thereof or, also at Alkon's option, to refund the price received by Alkon for the defective Goods, within a reasonable time after Buyer demonstrates that a defect exists in accordance with the terms and limitations of the Limited Warranty. Notwithstanding anything to the contrary herein, under no circumstances will Alkon be liable to Buyer or any other party for costs, damages, claims or other liabilities in excess of the price paid for the Goods.

10. Export Control. If any goods are being exported, the commodities, technologies and software are exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States Law is prohibited.

11. Termination. Alkon may terminate any order and these Terms, and will have no obligation to supply the Goods, upon the bankruptcy or insolvency of Buyer or Buyer's breach of these Terms. Buyer will pay the price for any Goods delivered on or before the date of termination. Alkon is not liable for any other costs, expenses, losses, damages or liabilities arising out of such termination.

12. Waiver. Alkon's failure at any time to require performance by Buyer of any provision of these Terms will in no way affect Alkon's right to require such performance at any time thereafter, nor will Alkon's waiver of Buyer's breach of any provision of these Terms constitute a waiver of any succeeding breach of the same or any other provision. Any waiver of any of the terms of these Terms must be in writing signed by Alkon.