



Hughey & Phillips Standard Terms and Conditions of Sale

1. Terms of Sale. These Standard Terms & Conditions of Sales (these "Terms"), along with the applicable Hughey & Phillips, LLC ("H&P") quotation (the "Quote") and the applicable H&P order confirmation (the "Confirmation"), each as may be amended by H&P from time to time (collectively, the "Agreement"), supersede all prior understandings, transactions and communications, oral or written, with respect to the matters referred to herein, including without limitation the sale of any goods and services (collectively, "Products") by H&P and form the complete agreement between you the purchaser of goods or services ("you" or "Customer") and H&P. Acceptance by H&P of your order or your acceptance of the Quote or other agreement is expressly limited to and conditioned upon your acceptance of and assent to the terms of this Agreement and those referred to herein. Any additional, inconsistent or different terms or conditions contained in or made available through your purchase order, or other documents, designs, materials, or correspondence submitted or otherwise made available by you at any time, whether before or after the date hereof (collectively, "Customer Materials"), are hereby expressly rejected by H&P. Without limiting the forgoing, no click-wrap or other terms or conditions provided with any Customer Materials will constitute a part of or amendment to this Agreement or are or will be binding on H&P for any purpose. You acknowledge that, notwithstanding anything to the contrary contained in any Customer Materials, YOUR SIGNATURE ON THE QUOTE, OR THE CONFIRMATION, OR YOUR SUBMISSION OF ANY EMAIL OR OTHER ELECTRONIC CORRESPONDENCE OR OTHER WRITTEN DOCUMENT REFERENCING THE QUOTE OR THE CONFIRMATION, OR YOUR PAYMENT OF ANY AMOUNT OWED PURSUANT TO THE AGREEMENT, OR YOUR RECEIPT AND ACCEPTANCE OF ANY PRODUCTS IN WHOLE OR IN PART, OR ANY OTHER MANIFESTATION OF YOUR ASSENT TO THESE TERMS OR THIS AGREEMENT SHALL CONSTITUTE ACCEPTANCE BY YOU OF THIS AGREEMENT. Customer represents and warrants to H&P that Customer has all rights in and to the Customer Materials and that neither the Customer Materials nor H&P's use thereof in performance of the Agreement will infringe the rights of any third party, and that the Customer Materials are accurate and complete, and H&P may rely on the Customer Materials in the performance of the Agreement.

2. Prices And Payments. Prices are exclusive of all federal, state, and local sales, use and other taxes and duties. All such taxes and duties shall be paid by Customer. Purchase prices are set forth in the applicable Quote. All amounts are stated in United States dollars, and payment shall be made in United States currency. Payment terms are net 30 days from date of invoice, subject to credit approval. Interest will be charged on delinquent payments at a rate of 1-1/2% per month (or the maximum rate permitted by law, if lower) for each month or part thereof of delinquency. Failure to pay in accordance with stated terms is a material breach of this Agreement.

3. Delivery Schedule/Terms. Freight shall be Ex Works INCOTERMS 2020 ("EXW") H&P facility in origin or such other facility as may be designated by H&P (the "Delivery Point"). Delivery shall occur, risk of loss or damage, and title shall transfer to Customer, when Products are made available at the Delivery Point. All Products will be packaged in the manner determined by H&P, unless otherwise requested by you and agreed to in writing by H&P. In the event an individual is required to be present at the time Products are unloaded at your facility, it shall be your responsibility to ensure such individual is present. You acknowledge that even if H&P assists with the coordination of shipping, freight and risk of loss remain your responsibility. In no event shall H&P or its representatives be required to coordinate moving, unpacking or provide assembly services. All shipping and delivery dates are approximate and delivery is subject to unavoidable delays. H&P shall not be liable for any delays or damage, loss or expense incurred by you. You agree that H&P may make partial shipments of Products, and each shipment will constitute a separate and independent transaction. In the absence of specific routing instruction by Customer, H&P will exercise commercially reasonable judgment to route shipments. We assume no responsibility for changes by carriers.

4. Inspection. The Customer shall inspect and accept or properly reject Products delivered pursuant to this Agreement upon receipt. In the event the Products do not comply with the applicable Specifications, the Customer shall notify H&P of such noncompliance and give H&P a reasonable opportunity to correct any such noncompliance. Products shall be deemed accepted unless rejected within fifteen (15) days after delivery.

5. Limited Warranty.

(a) Except as otherwise expressly set forth in the Agreement, or, solely with respect to the applicable Products, as agreed to in a writing executed by an authorized representative of H&P, H&P warrants to Customer that at time of delivery and for the duration of the warranty period expressly set forth in Section 5(b), H&P warrants that the Products will comply with applicable specifications expressly set forth in the applicable Quote or Confirmation, and if no such specifications exist, H&P's then current published specifications for such Products and or otherwise consistent with material, substitutions, rework and repairs, and tolerances generally used by H&P, and with respect to obstruction lighting Products, if any, the applicable Federal Aviation Administration ("FAA") specifications (collectively, the "Specifications") and are free from defects in workmanship and material, and with respect to obstruction lighting Products, if any, design.

(b) Duration of the Limited Warranty. The duration of the warranty set forth in Section 5(a) shall be as follows (in each case, the "Warranty Period"):

- i. for non-LED-based Products, twenty-four (24) months from the date of delivery;
- ii. for LED-based airfield lighting Products, four (4) years from the date of delivery;
- iii. for LED-based obstruction lighting Products, five (5) years from the date of delivery; and
- iv. for replacement parts, (i) the remainder of the applicable original Warranty Period set forth in paragraph (b)(1), (b)(2), or (b)(3), as applicable, or (ii) one hundred twenty (120) days from the date of delivery of the replacement parts, whichever is longer.

(c) If, during the applicable Warranty Period, a Nonconformance with respect to any Product exists, Customer must promptly notify H&P in writing, setting forth in detail the nature of the Nonconformance ("Customer's Notice"). H&P shall in no event have any liability under or with respect to this warranty or such Product unless Customer's Notice is received by H&P within thirty (30) calendar days following the end of the applicable Warranty Period. Within a reasonable time after its receipt of Customer's Notice, H&P will use commercially reasonable efforts to correct any Nonconformance in the Product identified in Customer's Notice by furnishing new or used replacement parts. The repair of any Product, as hereinafter provided, will not extend the applicable Warranty Period. If, after a reasonable number of attempts, H&P is unable to repair any Product to conform to the warranty, H&P will provide, at its option and in exchange for the return of such Product, one of the following: (i) a replacement Product or (ii) a full refund of the applicable purchase price of the applicable Product. These remedies are Customer's exclusive remedies for breach of warranty.

"Nonconformance" means a defect in workmanship or material; a failure to comply with applicable Specifications at the time of delivery. Without limitation, normal wear and tear (including but not limited to incandescent lamp failure) or the need for periodic maintenance shall not constitute a Nonconformance. In no event may any Product be returned to H&P without first obtaining a Return Authorization number from H&P. In the event a Product is returned to H&P for reasons other than H&P's breach of the warranty expressly set forth in this Section 5, or without first obtaining a Return Authorization Number, or in the event a returned Product is not Nonconforming, then Customer shall promptly pay H&P an amount equal to H&P's then current applicable restocking fee. Customer shall pay the restocking fee upon demand, and H&P may deduct the amount of the restocking fee from any refund, payments, or other amounts, if any, H&P makes or otherwise owes to Customer.

(d) All warranty service will be performed at a warranty service facility designated by H&P following its receipt of Customer's Notice. Such warranty service, including parts, labor, and the costs and expenses relative to (i) the shipment of any nonconforming or defective Products to H&P (which shall be in accordance with instructions issued by H&P following its receipt of Customer's Notice and shall not exceed normal ground shipping charges) and (ii) the shipment of replacement parts to Customer, will be at H&P's expense. All costs and expenses relative to the installation of

replacement parts will be at Customer's expense. The risk of loss or damage to all Products in transit shall be borne by the party initiating the transportation of such Products.

(e) Any action for breach of warranty must be commenced within one (1) year from the date the cause of action accrues.

(f) H&P shall not be liable under this limited warranty for any Product, components or parts: (a) not manufactured by H&P (but, to the extent that H&P may lawfully do so, H&P hereby transfers and assigns to Customer any warranty given to H&P by the manufacturer of such products, components, or parts), or (b) that have been exposed or subjected to (1) any maintenance, repair, installation, handling, transportation, storage, operation or use which is improper or otherwise is not in compliance with the Specifications or other H&P's instructions; or (2) any alteration, modification or repair by anyone other than H&P or those specifically authorized in writing by H&P; or (3) any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Customer; or (4) any damage precipitated by failure of a H&P supplied Product not under warranty or by any product not supplied by H&P; (5) damages caused by use of any Products for purposes other than those for which they were designed; or (6) damage caused by disasters, such as fire, flood, wind, and lightning; or (7) damage caused by unauthorized attachments or modifications; or (8) damage during shipment, or (9) any other abuse or misuse by Customer or its representatives. Nothing in this Section 5(f) shall be deemed in any way to modify or to broaden the limited warranty set forth in Section 5 (a).

(g) No expansion of the scope of the warranty set forth in this Agreement, and no extension of any applicable Warranty Period, shall be binding on H&P unless set forth in writing and signed by an authorized representative of H&P. The remedies set forth in Section 5 are Customer's sole and exclusive remedies with respect to the Products THE WARRANTIES DESCRIBED IN SECTION 5 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SHOULD THE DISCLAIMER OR EXCLUSION OF SUCH IMPLIED WARRANTIES BE PROHIBITED BY APPLICABLE LAW, SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD OF NINETY (90) DAYS FROM THE DATE OF DELIVERY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. IN SUCH STATES, THE ABOVE LIMITATION MAY NOT APPLY.

6. **Excusable Delay.** H&P shall be excused from delays in delivery and performance of other contractual obligations caused by acts or omissions that are beyond the reasonable control of H&P including but not limited to Government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts or orders of any Government; fires, earthquakes, floods, severe weather conditions, or any other acts of God, epidemic, pandemic, quarantines, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, material shortages or delays in deliveries to H&P by third parties. If the excusable delay circumstances extend for six months, either Party may, at its option, terminate this Agreement without being deemed in default or in breach hereof. Alternately, the Parties may resolve the matter on mutually agreeable terms.

7. **Termination.** Either Party may terminate this Agreement: (a) by giving written notice, if the other Party materially breaches this Agreement and fails to remedy the breach within thirty (30) calendar days after the non-breaching Party delivering written notice that specifies the grounds for the material breach; or (b) without notice if the other Party files a petition in bankruptcy for liquidation or reorganization, makes an assignment for the benefit of creditors, consents to the appointment of a receiver, trustee or other custodian for all or a substantial part of its property, is adjudicated bankrupt, fails to cause to be vacated, set aside or stayed within thirty (30) calendar days any court order appointing a receiver, trustee or other custodian for all or a substantial part of its property or ordering relief against it in any involuntary case of bankruptcy or admits in writing its inability to pay its debts as they mature.

8. **Applicable Law and Forum, Disputes.** This Agreement shall be interpreted in accordance with the laws of the State of Ohio, exclusive of any choice of law provisions. H&P and Customer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The Parties agree that any suit brought hereunder shall be brought in a state or federal court sitting in Franklin County, Ohio, U.S.A, and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts. The Parties shall attempt to resolve any dispute arising hereunder by good faith negotiation. NOTWITHSTANDING ANYTHING TO THE CONTRARY, H&P'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, SERVICES, PRODUCTS, OR FROM THE DESIGN, DEVELOPMENT, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED IN THE AGGREGATE THE AMOUNT RECEIVED BY H&P FROM CUSTOMER PURSUANT TO THIS AGREEMENT, ALLOCABLE TO THE APPLICABLE PRODUCT, IN THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, H&P WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OF USE OF ANY PROPERTY OR CAPITAL OF CUSTOMER OR ANY THIRD PARTY, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO H&P IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY H&P; (C) THESE EXCLUSIONS OF TYPES OF DAMAGES AND LIMITATIONS ON THE AMOUNT OF DAMAGES SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. THESE EXCLUSIONS OF TYPES OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THIS AGREEMENT.

9. **Rights In Data.** H&P retains all rights, title and interest in drawings, engineering instructions, manuals, specifications, and all other written data and other intellectual property of H&P, if any (collectively, "Data"), furnished with or associated with the Products or otherwise provided or made available by H&P. Upon receipt of all amounts owed pursuant to the Agreement Customer is granted a limited, revocable, non-exclusive license to use the Data, if any, embedded in the Products solely to the extent necessary to use and maintain the Products for Customer's internal business purposes.

10. **Software License.** In the event a separate software license is furnished or otherwise made available by H&P or its representative, if applicable, it is hereby incorporated by reference to this Agreement.

11. **General.** Customer represents that it is in compliance with and shall continue to comply with all applicable laws and regulations, including but not limited to the export control laws and regulations of the U.S. Government. Customer shall not assign this Agreement or any portion thereof without the advance, written consent of H&P, which consent shall not be unreasonably withheld. H&P shall not have any obligation to an assignee unless such consent is obtained. Failure by either Party to assert all or any of its rights upon any breach of the Agreement shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No waiver of any right shall extend to or affect any other right a Party may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach. If any provision of the Agreement is determined to be illegal, invalid, or unenforceable, for any reason, then such provision shall be deemed stricken for purpose of the dispute in question, and all other provisions shall remain in full force and effect. THE OBLIGATIONS OF H&P AND REMEDIES OF CUSTOMER HEREUNDER ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES, AND RENOUNCES, ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES, INDEMNITIES, OBLIGATIONS, AND LIABILITIES OF H&P AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST H&P, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE PRODUCTS AND SERVICES SUPPLIED HEREUNDER, AND ANY USE THEREOF.