

## STANDARD TERMS & CONDITIONS OF SALE AND SERVICES

Effective Date: April 28, 2025

### 1.0 APPLICABILITY

The following terms and conditions ("Terms") set forth the only terms and conditions pursuant to which the purchaser ("Purchaser") will purchase and Air Services Company ("Seller") will sell any products ("Products") or provide any services ("Services"), including any pre-and post-sales Services provided by Seller in connection with the sale of Products. By ordering the Products and/or Services, accepting the Products and/or Services, and/or by acknowledging the receipt of any quotation, Purchaser agrees that these Terms shall govern and apply to the sale of Products and/or provision of Services to Purchaser, regardless of any terms and conditions appearing on any purchase order or other forms submitted by Purchaser to Seller, given verbally by Purchaser to Seller, or appearing on Purchaser's website. Seller expressly rejects any and all other additional, contrary or inconsistent terms and conditions.

### 2.0 LIMITED WARRANTY FOR SERVICES

2.1 **Professional Standard of Care for Services:** Seller warrants that it will perform the Services consistent with the level of care and skill ordinarily exercised by other professional service providers in the same locale and under similar circumstances at the same time the Services are performed.

2.2 **Exclusive Remedy:** Seller's sole and exclusive liability and Purchaser's sole and exclusive remedy for breach of the warranty set forth in Section 2.1 shall be as follows:

2.2.1 Seller will use reasonable commercial efforts to promptly cure any breach; provided, that if Seller cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Purchaser's notice of such breach, Purchaser may, at its option, terminate the provision of Services by service of written notice of termination.

2.2.2 In the event the Services are terminated pursuant to Section 2.2.1 above, Seller will within thirty (30) days after the effective date of termination refund to Purchaser any fees paid by Purchaser as of the date of termination for the Services, less a deduction equal to the fees for receipt or use of such Services up to and including the date of termination on a pro-rated basis.

2.2.3 The foregoing remedy shall not be available unless Purchaser provides written notice to Seller of such breach within thirty (30) days after acceptance of such Services.

2.3 **Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 2.1, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF NON-INFRINGEMENT; (C) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (D) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.**

2.4 **Warranty for Products:** All Products sold by Seller to Purchaser are subject to their respective manufacturers' warranties and Seller makes no warranty nor assumes any liability therefor.

2.5 No agent, employee or representative of Seller (or any distributor, dealer or sales representative of Seller) has the authority to bind Seller to any affirmation, representation or warranty concerning the Products or Services sold hereunder, and unless such affirmation, representation or warranty is specifically included in these Terms or a writing signed by an authorized representative of Seller, it will not form a part of the basis of these Terms and shall in no way be binding upon the Seller or enforceable by Purchaser.

2.6 **Limitation of Actions:** Any statute or law to the contrary notwithstanding, any actions to recover for any loss or damage arising out of, connected with, or resulting from any sale of Products and/or provision of Services, or from the performance or breach thereof must be commenced within the one (1) year period after the cause of action accrues to Purchaser, unless otherwise extended by Seller in writing. It is expressly agreed that there are no warranties of future performance pertaining to the Products and/or Services that are the subject of these Terms that would extend such one-year period of limitation.

### 3.0 SUBCONTRACTED AND OTHER SERVICES

3.1 Seller will select reputable subcontractors for performing Services based on oral or written competitive prices. Fees for any Services performed by subcontractors shall be billed as part of Seller's invoices. Nothing in this Section 3 shall require that Services or Products be obtained through competitive bidding or be available from multiple sources. Seller shall not be responsible for the means and methods utilized by its subcontractors.

3.2 On occasion, Seller engages the specialized Services of individual consultants or other companies to participate in a project and render Services. When considered necessary, the cost of such Services will be billed in addition to Seller's fees.

### 4.0 ACCEPTANCE, INSPECTION AND RETURN OF PRODUCTS

All orders for Products are subject to Seller's acceptance at Seller's office on these terms only. Purchaser may not assign any quotation, proposal or order without Seller's prior written consent. Purchaser shall not return any Products delivered to Purchaser without the written consent of, and upon terms agreed to by, Seller. Purchaser is advised to promptly inspect all Products upon receipt, and not to open any Product containers that show any signs of damage or tampering. Purchaser waives any claim that Products are defective or non-confirming as a result of damages that occurred in delivery upon Purchaser's opening of the Product packaging. Purchaser shall otherwise promptly notify Seller in writing of any defects or non-conformities in Products upon its receipt of the Products. Failure to provide such written notice within five business days of Purchaser's receipt of the Products shall constitute a waiver of any right to reject the Products or to revoke Purchaser's acceptance of the Products.

### 5.0 PRICE/TAXES

5.1 All prices are subject to change by Seller without notice prior to Seller's acceptance of Purchaser's order.

5.2 All prices are subject to change by Seller after Seller's acceptance of Purchaser's order pursuant to the terms and conditions of Seller's quotation or any document incorporated therein or attached thereto.

5.3 All prices are subject to change by Seller at any time in the event of any change in Purchaser's requirements, including a change in Purchaser's delivery, production, or packing requirements (quoted price including Seller's standard packing).

5.4 All prices are exclusive of all federal, state, municipal, or other governmental entity's excise, sales, use, occupational, or any other taxes now imposed or hereafter becoming effective.

5.5 Purchaser shall be responsible for collecting and/or paying any and all such taxes, whether or not they are stated in any invoice. Purchaser shall indemnify Seller from and against the imposition and payment of such taxes. Seller may separately bill Purchaser for any taxes not included in Seller's invoice and Purchaser shall pay said taxes, or in lieu thereof, shall provide Seller with a tax exemption certificate acceptable to taxing authorities. If Seller arranges for transportation of the Products from Seller's location, all costs and expenses relating thereto shall be paid by Purchaser to Seller upon presentation of Seller's invoice therefor.

5.6 All prices for the Products are F.O.B. Seller's Facility unless otherwise specified by Seller.

5.7 Quoted pricing for Products excludes costs of shipping from Seller's Facility to Purchaser's delivery location, taxes, and insurance.

5.8 In special circumstances and upon mutual agreement between Seller and Purchaser, alternate shipping arrangements, including direct delivery to Purchaser, may be made at Purchaser's expense.

5.9 If delivery or installation of the Products and/or performance of Services is delayed primarily due to the fault of Purchaser, all additional expenses incurred by Seller resulting from such delay shall be chargeable to and paid by Purchaser. Such expenses shall include charges for storage.

### 6.0 DELIVERY AND FREIGHT CHARGES

6.1 The shipping date(s) specified in Seller's quotations are approximate only and may be affected by circumstances beyond Seller's control.

6.2 Every effort will be made to effect shipment within the time stated. However, Seller shall not be liable for any damages resulting directly or indirectly from delays in the manufacture, shipping, or delivery of Products caused by fire, flood, war, or riot, embargo, strikes, acts of God, epidemic, acts of civil or military authorities, civil strife or insurrection, transportation delay, whether at place of manufacture or elsewhere, fuel, power, or other energy or material shortages, or from delay by reason of any rule, regulation or order of any governmental authority, or from other causes beyond Seller's reasonable control. In the event of such delay, the shipping date shall be extended for a reasonable length of time, but not less than the time actually lost by reason of the delay.

6.3 Any change in Purchaser's requirements will require the confirmation or revision of the shipping date(s) by Seller.

6.4 **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY SELLER'S OR SELLER'S AGENTS' DELAYS, WHETHER OR NOT BEYOND SELLER'S CONTROL.**

### 7.0 INSTALLATION, ACCESS AND SUPPORT; INDEPENDENT CONTRACTOR; LIABILITY FOR LOSSES

Purchaser will permit Seller reasonable access to Purchaser's premises for the purpose of installation, inspection, maintenance, and repair of Products, and any

other purposes necessary for the performance of Services. Seller shall have sole control over the means and methods by which the Services are furnished. Nothing in these Terms shall give Purchaser the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Seller is for all purposes hereunder an independent contractor and in no event will Seller be considered an agent or employee of Purchaser or any of its subsidiaries or affiliates for any purpose. Seller will exercise reasonable skill and care to limit damage to Purchaser's premises during the performance of Services, but it is understood by Purchaser that, in the normal course of work, some damage may occur and Seller shall not be responsible for any damage to Purchaser's premises except that occurring as a result of Seller's grossly negligent or more culpable conduct. Purchaser shall be responsible for injuries sustained by any of Seller's employees, contractors, subcontractors or agents while performing the Services to the extent such injury is caused directly by Purchaser's negligence or willful misconduct. Purchaser shall maintain adequate insurance coverage to fulfill its obligations hereunder.

## 8.0 BILLING AND PAYMENT

Seller will issue Purchaser an invoice upon delivery of Products to Purchaser and/or completion of Services performed. Full payment shall be due within thirty (30) days of invoice date. If Purchaser objects to all or any portion of any invoice, Purchaser shall so notify Seller in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Purchaser shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Purchaser will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Purchaser. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Purchaser to Seller. In the event Purchaser fails to pay Seller within thirty (30) days after invoices are rendered, Purchaser agrees that Seller has the right to suspend the provision of Services, without incurring liability to Purchaser, after giving seven (7) days' written notice to Purchaser.

## 9.0 CANCELLATION

9.1 In the event Purchaser requests Seller to stop work on or cancel an order or any part thereof, cancellation charges shall be paid to Seller as follows:

9.1.1 Any work that has been completed or is scheduled to be completed within 30 days of the date Purchaser notifies Seller in writing to stop work or to cancel shall be invoiced to and be paid in full by Purchaser.

9.1.2 Purchaser must pay the actual costs and overhead expenses, plus 20%, for work in process not covered by paragraph 9.1.1, and any materials and supplies procured or for which commitments have been made by Seller in connection with Purchaser's order.

9.1.3 Purchaser shall promptly instruct Seller as to the disposition of the Product and Seller shall, if requested, hold the Product for Purchaser's account for a reasonable period of time. All costs of storage, insurance, handling, boxing, and or any other costs in connection with such storage shall be borne by Purchaser.

9.2 In the event of cancellation, Seller shall also be entitled to all applicable remedies under the Uniform Commercial Code or other applicable law.

## 10.0 INSURANCE

Seller maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. Seller will furnish certificates of such insurance upon request. In the event Purchaser desires additional insurance coverage of this type, Seller will, upon Purchaser's written request made prior to the performance of Services, obtain additional insurance (if possible) at Purchaser's expense.

## 11.0 ALLOCATION OF RISK

11.1 **Limitation of Liability:** IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS AND/OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SELLER FOR THE APPLICABLE PRODUCTS AND/OR SERVICES.

11.2 **Indemnification:** Purchaser shall indemnify, defend and hold harmless Seller and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's

fees, costs and expenses arising from or related to the sale of Products and/or the performance of Services hereunder and attributable to either a breach by Purchaser of its obligations hereunder or the act or omission or willful misconduct of Purchaser or anyone acting under Purchaser's direction or control.

## 12.0 CHANGES

12.1 **Unforeseen Conditions:** Seller reserves the right to make reasonable changes in the Services to be performed after commencement of Services hereunder. Purchaser understands that unforeseen conditions may require changes in the scope of Services to be performed.

12.2 **Purchaser-Requested Changes:** Upon receipt of a change requested by Purchaser, Seller will obtain price quotations from its suppliers and/or subcontractors and will provide Purchaser with a quotation of the cost of having the change performed, and any increase in performance time caused by the change. Seller shall authorize the requested change in price and/or performance time in a signed writing.

## 13.0 FORCE MAJEURE

Seller's obligations hereunder are subject to, and Seller shall not be held responsible for, any delay or failure to make delivery of all or any part of the Products and/or performance of the Services due to acts or circumstances beyond the reasonable control of Seller, including, but not limited to, labor difficulties, fires, casualties, accidents, acts of God, epidemic, acts of terrorism, materials fluctuations in currency exchange rates, transportation difficulties, inability to obtain Products, materials, components or qualified labor sufficient to timely perform part or all of any obligation, or governmental acts or regulations. In the event of the occurrence of any of the foregoing, at the option of Seller, Seller shall be excused from the performance hereunder or the performance of the Seller shall be correspondingly extended. In no event shall this section apply to excuse any payment obligations of Purchaser hereunder. The Seller reserves the right to adjust pricing for the services outlined in this agreement in response to significant changes in market conditions, including but not limited to increased costs of labor, materials, operational expenses, the imposition of tariffs, or changes in trade policies. All price adjustments will be made to reflect current market conditions.

## 14.0 DISPUTE RESOLUTION; CHOICE OF FORUM

Any claims arising out of or relating to the sale of Products and/or Services provided by Seller and/or the relationship between Seller and Purchaser shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Purchaser hereby unconditionally consents to the exclusive jurisdiction and venue of said courts.

## 15.0 MISCELLANEOUS

15.1 **Governing Law:** These Terms and all matters arising out of, or related to, the sale of Products and/or Services by Seller to Purchaser and/or the relationship between Seller and Purchaser shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.

15.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.

15.3 **Entire Agreement:** These Terms, Seller's quotations, order confirmations and invoices comprise the entire agreement between Seller and Purchaser concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or any part thereof shall be binding on Seller unless agreed in writing by an authorized officer of Seller.

15.4 **All Rights Reserved:** All rights and remedies of Seller provided in these Terms are cumulative and not exclusive, and the exercise by Seller of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.

15.5 **No Assignment:** The rights and responsibilities of Purchaser hereunder may not be assigned to any third-party without the written consent of Seller.

15.6 **Confidentiality:** All drawings, designs, specifications, manuals and programs furnished to Purchaser by Seller shall remain the confidential and proprietary property of Seller. Purchaser hereby agrees that such information, except as may be found in the public domain, shall be held in strict confidence by Purchaser and shall not be disclosed or circulated by Purchaser to any third parties. Copyright in all materials made available by Seller shall remain in Seller at all times.