



Terms and Conditions of Sale

All transactions between Voyageur Aviation Corp. ("Seller") and Buyer are governed by Seller's Terms and Conditions of Sale. Any quotation, proposal, or purchase order submitted to Seller that includes different or additional terms that vary from Seller's Terms and Conditions of Sale are hereby rejected by Seller unless such terms have been expressly agreed to in writing by Seller's authorized representative.

- KYC & Due Diligence.** Buyer acknowledges that Seller has certain responsibilities under anti-money laundering and terrorism financing laws and corporate policies and that, from time to time, Seller may request information in order to comply with such laws and policies. As a condition of sale, Buyer agrees, upon Seller's request, to promptly provide Seller with information to enable Seller to identify Buyer, its ultimate owners and other principals, and source of funds. Seller may, in its sole discretion, cancel any sale if Buyer has not provided the necessary information or if Seller is not satisfied with the outcome of such review. In either case, Seller shall have no further obligations to Buyer, and Seller will not incur any liability for canceling the sale.
- Delivery, Taxes and Other Charges.** Buyer shall pay the cost of delivering the goods purchased from Seller. Buyer shall also pay all sales, use, excise or similar taxes, or other charges which Seller is required to pay, or to collect and remit, to any government (federal, provincial or local) and which are imposed on or measured by the sale of the goods.
- Inspection Period.** Buyer shall inspect the goods promptly upon receipt for non-conformity with any agreed specifications. Failure by Buyer to notify Seller of any non-conformity within 21 days of delivery shall be deemed full acceptance by Buyer of the goods. For clarity, the expiry of the inspection period is not intended to waive Buyer's ability to make a warranty claim, if applicable.
- Disclaimer of Warranties.** If Seller offers a warranty in connection with the goods, such warranty will be expressly set out in Seller's written documentation relating to the sale of the goods. Seller makes no other warranties or representations to Buyer or any other person of any kind, whether express or implied, with respect to the goods, and Seller specifically disclaims all implied warranties including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Goods sold hereunder are sold only to the specifications specifically set forth by Seller in writing. Seller's sole obligation to Buyer shall be to repair or replace the non-conforming goods. Buyer assumes all risk whatsoever as to consequence or result arising from the use of the goods purchased, whether used alone or in combination with other goods or substances.

5. **Transfer of Property and Risk of Loss.** Seller retains the right and title to the goods sold to Buyer until Seller is paid in full for the goods. Buyer shall obtain the right and title to the goods upon payment to Seller of the purchase price and any taxes, excise or other charges. The risk of loss, including, but not limited to the risk of loss, theft, damage or destruction of the goods, transfers to Buyer once the goods are made available for shipment at Seller's facility (i.e. EXW Seller's facility Incoterms 2020).
6. **End Use Restrictions.** Buyer covenants that any re-sale, transfer or re-export of goods purchased hereunder will not be: (i) used to directly or indirectly support domestic or international terrorism, (ii) provided to a country, territory, entity or individual that is currently the subject of any embargoes or sanctions administered by the United States of America (the "US"), Canada, the United Kingdom (the "UK"), the European Union (the "EU"), the United Nations (the "UN") or any agency of any of the foregoing, or (iii) used for any military purpose or for the development or delivery of weapons (chemical, biological, nuclear or otherwise). Prior to shipment, Seller may require an authorized certification (using Seller's standard End User Statement) attesting to the intended use of the goods being purchased hereunder and, if applicable, to identify the end-user(s) of the goods and cause such end-users to complete an end-use certification. Buyer is responsible for ensuring that the goods shall only be used hereafter for civil aviation purposes. All end user statements form part of the agreement with respect to the sale of goods hereunder.
7. **Compliance with Laws.** Buyer and Seller shall comply with all applicable international, federal, provincial and local laws and regulations with respect to their performance of this agreement and the purchase of goods hereunder.
8. **Export and Import Controls.** Buyer will adhere to all applicable import and export laws and regulations with respect to the goods purchased hereunder, including those of Canada and the US. Buyer will obtain, at its sole cost and expense, all necessary export and import authorizations and any subsequent export or re-export license or other approval required for all goods purchased or received from Seller. Buyer will retain documentation evidencing compliance with those laws and regulations

Sanctions. Buyer will comply with all economic, trade, and financial sanctions or embargoes imposed from time to time by Canada, the UK, the EU, the US, the UN and the jurisdiction of manufacture of the goods.

If Buyer becomes aware of a breach of this section 8, it must promptly notify Seller in writing. Buyer bears sole responsibility for any violation of such laws and regulations by itself or its affiliates and it will indemnify, defend (at Seller's request), and hold Seller (including its affiliates and their respective directors, officers, employees, shareholders, agents and representatives) harmless for the consequences of any such violation.

9. **Seller's Rights.** If Buyer should fail in any manner to fulfill the terms and conditions hereof, Seller may cancel or defer further shipments until such default is cured. Remedies provided herein shall be in addition to, and not in lieu of, other remedies that may be available to Seller.
10. **Limitation of Liability.** Under no circumstances shall Seller, its affiliates, or any of their respective officers, directors, employees, shareholders, agents or representatives be liable for any damages or losses, whether direct, indirect, incidental, statutory, special, exemplary, punitive, or consequential (including but not limited to lost revenues, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to good will or reputation), arising from or in connection with the sale, delivery, servicing, use or loss of the goods provided by Seller, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen. **In all circumstances Seller's maximum liability is limited to the purchase price of the goods sold.** Seller will not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity, contribution or otherwise which exceeds this liability limit. Any claim against Seller arising out or related to the goods and/or services must be made within twelve (12) months after the goods and/or services were sold.
11. **Release and Indemnity.** By purchasing goods and/or services from Seller, Buyer hereby agrees to release, indemnify, defend (if requested by Seller), and hold harmless the Seller, its affiliates, or any of their respective officers, directors, employees, shareholders, agents or representatives (collectively the "Indemnified Parties") from any and all claims, demands, actions, causes of action, losses or liabilities of any kind whatsoever arising from or related to or arising directly or indirectly out of or in connection with the goods and/or services, including any loss, damage or injury, including death, that may be asserted or made by any third party. Buyer agrees to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Buyer or any third party.
12. **Governing Law; Venue.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the purchase and sale of goods and/or services hereunder. The purchase and sale of goods or services hereunder shall be governed by the laws of the jurisdiction of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario, Canada in Toronto, which will have exclusive jurisdiction over any matter arising out of the purchase and sale of goods and/or services.
13. **No Assignment.** This contract between Buyer and Seller is not transferable by either party without the prior written consent of the other party, except that Seller may assign this Agreement without Buyer's consent if the assignment is to an affiliate or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of Seller's assets.

14. **Severability.** If any section or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining sections or portions shall remain in full force and effect.

15. **Amendments.** The terms of this agreement may be updated from time to time by the Seller and are effective immediately upon posting such changes on the on the Seller's website.