

FIRST CO. & AE-AIR TERMS AND CONDITIONS OF SALE

1. **AGREEMENT:** THE ACCEPTANCE OF CUSTOMER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND FIRST COMPANY ("**COMPANY**") AGREES TO FURNISH THE PRODUCTS ORDERED THEREIN ("**PRODUCTS**") ONLY UPON THESE TERMS AND CONDITIONS OF SALE. The terms set forth in this Agreement prevail over any of Customer's general terms and conditions of purchase regardless of whether submitted prior to or after the date hereof.

2. **ORDERS; CANCELLATION; MODIFICATION OF ORDERS:** From time to time, Customer may submit a purchase order for Products to Company in a format that is acceptable to Company and in any minimum quantity Company may establish from time to time (each an "**Order**"). Customer's Order reflects Customer's binding commitment to purchase the ordered Products. All Orders are subject to the approval and acceptance by Company's Credit and Sales departments in Dallas, Texas. Company is not obligated to accept any Order(s) from Customer and reserves the right to reject or cancel any Order, in whole or in part, including any previously accepted Order, for any reason or no reason or to temporarily or permanently discontinue any Products. Cancellation or modification of orders by Customer are subject to Company's prior written consent in each instance, which may be withheld in Company's sole discretion. Changes to orders requested within 10 days of production may incur additional fees. Company reserves the right to charge Customer for costs incurred by Company for any cancelled Order or if Customer delays the shipment of the Order after such Order is processed.

3. **PRICE; TAXES:** Customer shall purchase the Products from Company at the price(s) set forth on Company's most current price list for similarly situated customers in force as of the date of the Order ("**Prices**"). Company may change prices at any time. It is Customer's responsibility to confirm the Prices of the Products prior to placing any order with Company. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Company's income, revenues, gross receipts, personnel or real or personal property or other assets. CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS FROM LIABILITY FOR TAXES, OTHER THAN TAXES ON NET INCOME OF COMPANY, ASSESSED IN CONNECTION WITH THIS AGREEMENT AND THE LEGAL FEES OR COSTS INCURRED BY COMPANY IN CONNECTION THEREWITH.

4. **PAYMENT:** All payments are due within such time period as is set forth in Company's invoice or as is otherwise directed by Company. Outstanding balances shall accrue interest at a rate equal to the lesser of 10% per month or the maximum rate permitted by law, from due date until paid, plus Company's reasonable costs of collection. Company reserves all other rights granted to a company under the Uniform Commercial Code for Customer's failure to pay for Product(s) or any other breach by Customer of these terms. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Company, whether relating hereto or otherwise. Under no circumstances shall Company be obligated to pay or accept any back charges from Customer. Notwithstanding any specified payment terms, Company may require payment in advance of shipment if Customer's credit, in Company's sole judgment, becomes impaired.

5. **SHIPMENT; DELIVERY:** The terms of shipment for Products purchased by Customer from Company will be as follows or as otherwise established by Company from time to time. All Orders will be made available using Company's standard methods for packing and shipping such Products. Any stated shipping date or quote for delivery is Company's most reasonable estimate. Company makes no guarantee of shipment by any certain date and shall have no liability or other debt for failure to ship on such date, regardless of cause. Company may, in its sole discretion, without liability or penalty, deliver Products in partial shipments or in advance of the specified delivery date. Unless otherwise agreed upon by Company in writing, delivery will be made EXW Company's facility in Dallas, Texas (Incoterms 2020). Any surcharges levied on Company by carriers will be charged to Customer. Company shall not be liable for any Product(s) lost, damaged, or destroyed while in transit, and Customer acknowledges and agrees that title and any risk of such loss, damage, or destruction transfers to, and is assumed by, Customer upon delivery of Product(s) to a common carrier or when otherwise placed in transit at Company's facility (Dallas, Texas).

6. **CUSTOMER'S OBLIGATIONS.** Products are not intended for international export or resale outside of the United States. If Customer elects to export or resell the product outside of the United States, Customer understand and agrees to assume all related liabilities as well as all related compliance matters. Furthermore, Customer warrants that the Products will meet all applicable requirements, including legal and regulatory, necessary for such export or resale, whether requirements are imposed by Federal law, the law of the receiving country, or otherwise. Customer further agrees to indemnify and hold Company harmless to the full extent permitted by law for any damages, costs, expenses, or liabilities incurred by Company as a result of Customer's export and/or resell of Products outside of the United States. Any costs or expenses that Customer might incur or undertake in connection with its obligations under this Agreement are VOLUNTARY and shall be Customer's sole responsibility.

7. **ACCEPTANCE.** Customer shall inspect Products received under this Agreement immediately on receipt of the Products. On the first day after delivery of the Products, Customer shall be deemed to have accepted the Products, including all risk of damage or loss of the Products, unless it earlier notifies Company in writing and furnishes written evidence or other documentation as reasonably required by Company that the Products are nonconforming or defective ("**Nonconforming Product**"). If Customer timely notifies Company of any

Nonconforming Products, Company will, in its sole discretion, replace such Nonconforming Products with conforming Products, or credit or refund the Price for such Nonconforming Products. With prior approval by Company, Customer shall ship, at its expense and risk of loss, the Nonconforming Products to Company, which must include the Returned Material Authorization (RMA) number on the shipping papers for any such shipment. If Company exercises its option to replace Nonconforming Products, Company shall, after receiving Customer's shipment of Nonconforming Products, ship the replacement Products to Customer. THE REMEDIES SET FORTH IN THIS SECTION ARE CUSTOMER'S SOLE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS. Except as provided herein, Customer has no right to return or receive any refund for Products purchased under this Agreement.

8. **WARRANTY:** Company shall make certain limited warranties regarding the Products ("**Limited Warranties**") solely to and for the Customer's benefit, which will either be: (a) included in a written warranty statement with the Product; or (b) Company's standard limited warranty in force when the Product is delivered to Customer. These Limited Warranties do not apply where the Product: (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Company; (b) has been reconstructed, repaired, or altered by persons other than Company or its authorized representative; or (c) has been used with any third-party product, hardware or product that has not been previously approved in writing by Company. EXCEPT FOR THE WARRANTIES SET OUT UNDER THIS SECTION, NEITHER COMPANY NOR ANY PERSON ON COMPANY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY COMPANY, OR ANY OTHER PERSON ON COMPANY'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED THIS SECTION.

9. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER, ITS REPRESENTATIVES OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM THIS AGREEMENT (OR THE NONPERFORMANCE HEREOF), THE SALE OF THE PRODUCTS TO CUSTOMER, OR THE RELATIONSHIP OF THE PARTIES, WHETHER FORESEEABLE OR KNOWN OR NOT FORESEEABLE OR KNOWN; AND (B) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER, ITS AFFILIATES, ITS REPRESENTATIVES OR TO ANY THIRD PARTY, WHETHER IN CONNECTION WITH THIS AGREEMENT, THE SALE OF THE PRODUCTS TO CUSTOMER, OR THE RELATIONSHIP OF THE PARTIES FOR ANY AMOUNT THAT EXCEEDS THE PRICE OF THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM OR DISPUTE, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST COMPANY. WITHOUT LIMITING AN APPLICABLE WARRANTY, ANY ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY RELATING TO THE PRODUCTS OR TO THE PARTIES' RELATIONSHIP, AND BROUGHT AGAINST COMPANY, SHALL BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE GIVING RISE TO THE CLAIM, OR BE BARRED FOREVER.

10. **FORCE MAJEURE:** Company shall not be liable for delays in delivery due to causes beyond its reasonable control, including but not limited to strikes, fire, flood, accidents, actions of any governmental authority, war, acts of God, insurrection or riots, labor or material shortage, or epidemic/pandemic (each, a "**Force Majeure**").

11. **GOVERNING LAW; VENUE; JURY TRIAL WAIVER:** The rights and obligations of the parties shall be governed by the laws of the State of Texas, irrespective of any choice of law rules which may direct the application of the law in another jurisdiction. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state or federal court located within Dallas, Texas. Each party hereby irrevocably (a) agrees that process may be served on it in any manner authorized by the laws of the State of Texas, and (b) waives any objection which it might otherwise have to service of process under the laws of the State of Texas. IN ANY LITIGATION BETWEEN THE PARTIES, WHETHER OR NOT RELATED TO THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY TRIAL SHALL OCCUR WITHOUT A JURY.

12. **COMPLIANCE WITH POLICIES:** Customer agrees that Customer's right to purchase any Product(s) is subject to such terms and conditions as Company may impose from time to time as part of Company's requirements for the right to purchase any Product(s). Customer shall comply with all such requirements, as updated by Company from time to time at Company's option.

13. **INDEPENDENT CONTRACTORS:** Customer and Company are each independent contractors and nothing shall be deemed or construed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between Customer and Company. Customer acknowledges and agrees that Company has no control over any acts, omissions or business decisions of Customer, and in no event shall Company be held liable for the results of any such act, omission or business decision of Customer.

14. **MISCELLANEOUS:** Customer acknowledges that is has not been induced to purchase any Product from Company by any representation or warranty not expressly set forth herein. This document constitutes the entire agreement of the parties and supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. None of the terms and conditions contained herein may be added to, modified, superseded, or otherwise altered except by a written document signed by an authorized representative of Company. The paragraph headings contained herein are intended for convenience of reference only and shall not affect the interpretation of any provision. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.