

STANDARD TERMS AND CONDITIONS

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OVERVIEW

FreeFlight Systems designs, manufactures, sells, and supports avionics and other aerospace electronics systems that improve the safety, efficiency and affordability of flying. We specialize in technologies and solutions that bring the benefits of the NextGen airspace transformation to all segments of aviation. We are known for the quality and reliability of our products, the flexibility and compatibility of our solutions, and our commitment to long-term service and support.

Product reliability and customer service are at the core of our company's mission, reputation and day-to-day business. Our products are designed and manufactured in America to rigorous quality standards. We support open technology standards to maximize affordability, compatibility with existing systems, and upgradability as technologies advance. We also offer long-term product support, including for our legacy products that have been in continuous active service for nearly 50 years. Our industry leadership includes a history of significant "firsts," including being the first company to Certify an airborne WAAS/SBAS GPS receiver. More recently, FreeFlight Systems is the first avionics company to build a clean sheet radar altimeter directly addressing 5G interference ensuring the safety of aircraft globally.

Mission Statement:

WE MAKE THE AIRSPACE SAFER AND MORE EFFICIENT WITH THE HIGHEST-QUALITY, LONGEST-LASTING AND MOST AFFORDABLE PRODUCTS AND SOLUTIONS AVAILABLE.

SUMMARY

This document explains the FreeFlight Systems Sales, Repair Policies and Procedures. It applies to all original equipment manufacturers, factory services, factory-authorized service dealers, end-customers and partners regarding orders, shipping, repair, and warranty processes and procedures.

DEFINITIONS OF CUSTOMERS

AUTHORIZED DEALERS

An Authorized FreeFlight Systems Dealer has approved Part 145 repair station capabilities. Authorized Dealers have approval to purchase and install all of FreeFlight Systems products. Authorized Dealers are approved through an application process and must be renewed at routine intervals to ensure the best network members possible. Please contact sales@freeflightsystems.com for details.

LIMITED SERVICE CENTERS

A FreeFlight Systems' Limited Service Center has an FAA-approved A&P or Inspection Authorization (IA) on staff. Limited Service Centers have approval to purchase and install select product lines. Product lines are subject to change. Please visit <u>www.freeflightsystems.com</u> to view currently available product lines. Limited Service Centers are approved through an application process. Please contact <u>sales@freeflightsystems.com</u> for details.

FACTORY AUTHORIZED SERVICE DEALER

DEFINITION

Level I

Level I service is maintenance of the line replaceable unit (LRU). Any Authorized FreeFlight Systems Dealer may remove and reinstall units for service, using the product's installation manual. If the unit needs repairs that require removal of the unit's cover(s), the repair must be performed by FreeFlight Systems (Robinson, Texas, USA) or an Authorized Level II service center.

Level II

Level II service is troubleshooting to the subassembly level and replacing the defective subassembly. Level II service organizations may also perform software upgrades, minor modifications and service bulletins as well as replacing switches, knobs, panel lights and most other mechanical piece parts.

REQUIREMENTS

To receive FreeFlight Systems authorization to be a Factory Authorized Service Dealer, shops must:

• Agree to and endorse the Factory Authorized Dealer Agreement,

- Have an FAA certification or other equivalent civil agency approval in the appropriate categories, encompassing the equipment to be serviced,
- Complete factory-sponsored training for each type of unit to be serviced,
- Possess the most current version of the factory-required technical data, and
- Must possess the minimum test equipment required by the factory technical data
- Obtain approval from FreeFlight Systems (limited availability)

ORIGINAL EQUIPMENT MANUFACTURERS

An original equipment manufacturer (OEM) is defined as a company that manufacturers an aircraft, rotorcraft, or any applicable systems components.

END CUSTOMERS

An end customer is defined as operator of an aircraft, rotorcraft or other Aerospace facility.

AUTHORIZED DEALER AND SERVICE CENTER AGREEMENTS

Approved dealer and service center agreements will be valid for five (5) years upon signature. Dealerships may be revoked at any time by written notification from a Regional Sales Manager (RSM) or the Vice President, Sales and Marketing of FreeFlight Systems.

TECHNICIAL SUPPORT

Technical Support Technicians are available to assist FreeFlight Systems customers. All customers are encouraged to consult our technical staff regarding installation questions and equipment problems prior to sending unit in for repair. Our support team can be contacted at support@freeflightsystems.com

TRAINING

FreeFlight Systems makes available training for technicians at our Robinson, Texas location. Training can also be conducted at dealer or customer specified locations. FreeFlight Systems regularity provides training at industry events.

FREEFLIGHT SYSTEMS LOCATION TRAINING

Training is available at Dealer and customer specified locations. The price is \$2,000 per day, plus transportation, hotel, and meal expenses. This special training must be scheduled in advance with the Technical Support team.

Test equipment requirements are defined in the applicable product technical data. Most of the equipment is available commercially; however, some equipment is specialized and must be purchased through FreeFlight Systems.

Training at our Robinson, TX location is held at no charge to authorized FreeFlight Systems Dealers who have purchased a Level II test set. This training is on a first-come, first-serve, space available basis. All costs associated with travel, hotels, and related expenses are the responsibility of the participants.

To provide the best possible training, FreeFlight Systems limits class size to a maximum of six (6) students.

Training courses vary in length, but are all designed to give the student:

- A basic understanding of the system and how it is used,
- Instruction on the unit's operation,
- Installation hints and considerations, and
- Hands-on troubleshooting/testing to the subassembly level.

A training certificate will be awarded to students upon successful completion. For reservations, please contact the Technical Support team at support@freeflightsystems.com

DEALER LOCATION TRAINING

Authorized Dealers will receive technical data, specific to their level of authorization, free-of- charge after successful completion and approval of dealer application.

Online webinars are provided free-of-charge to our dealer network. For a webinar schedule by product, visit http://www.freeflightsystems.com/

CUSTOMER PORTAL

FreeFlight Systems offers all Authorized Dealers, Limited Service Centers, and OEM Partners access to the dealer portal at http://www.freeflightsystems.com/docdata. This provides access to manuals, service bulletins, STC information, and other important documentation. Access to the portal is provided upon initial signing of the dealer agreement to the primary point of contact designated by the customer. Additional access is provided on a case-by-case to basis to other personnel and technicians. For additional access, contact sales@freeflightsystems.com.

PURCHASE ORDER ACCEPTANCE POLICY

Purchase orders must be submitted via email to sales@freeflightsystems.com.

MINIMUM VALUE PURCHASE ORDER REQUIREMENT

Purchased orders placed must have a minimum dollar value of \$500.00.

PURCHASE ORDER ACKNOWLEDGEMENT

Purchase orders are verified and acknowledged within 24 hours of receipt via email. For purchase orders that are submitted with incorrect or incomplete information, additional clarification may be required before the PO will be accepted*. Estimated delivery time is provided at the time of order verification and is dependent on current sales volumes and production schedules. No verbal POs will be accepted.

*For international orders, an End-User Statement (EUS) must be completed in order to obtain an order acknowledgement. All international orders (non-U.S. ship-to) require a completed End-User Statement (EUS).

CANCELLATION OF PURCHASE ORDERS

Purchase orders for catalog items may be cancelled up to one (1) business day prior to the scheduled delivery date with the below penalty scheudule. Written cancellation must be provided to <u>sales@freeflightsystems.com</u>. Cancellation after shipment will result in applicable restock fees.

Cancellation Day(s) before Delivery	Cancellation Cost (% of Order Value)
<45 Days	20%
<30 Days	25%
<10 Days	30%

CREDIT TERMS

Payment terms (Net 30) are established through the FreeFlight Systems Finance Department. To apply for terms, an application must be submitted along with three current trade references from aviation-related companies. Approval

will normally be within 2-3 weeks of submittal of completed application with appropriate references to the Finance Department. For details on credit applications and applicable forms, please contact <u>sales@freeflightsystems.com</u>

If approved, these terms apply to all services. If for any reason an account is placed on credit hold, sales orders may not be shipped and repaired products may not be returned until this issue is resolved. In some cases, it may be possible to arrange for shipment of the equipment CIA (Cash in Advance) or COD (Cash on Delivery) during resolution.

PAYMENT TERMS

Preferred method of payment is ACH for United States customers. For customers outside the United States, payment method shall be Wire Transfer. Please refer to FreeFlight Systems Credit Card authorization form for credit card payments. All payments over \$15,000 are subject to a 2% processing fee.

For customers with credit terms, payment is due within the approved term limit determined and approved by the FreeFlight Systems Finance Department.

Single shipment purchase orders placed with a value in excess of \$75,000 or quantity ten (10) systems or more, whichever is greater in value, may require a 50% deposit two weeks prior to shipment. The remaining balance will be due based on the customer's available credit terms.

Payments that are not made within the term limits may cause the account to be placed on hold, potentially incurring additional penalties of a fee of 2% of the invoice total for every five (5) business days the payment is delayed, not to exceed a maximum penalty of 10% of invoice total.

Payment is due within the approved term limits previously determined and approved by the FreeFlight Systems Finance Department. The term starts from the date of invoice.

For repair orders where credit terms are not available, cash in advance payments are required via credit card, wire transfer, or memo.

SHIPPING POLICIES

Shipping policies are applicable to both new sales purchase orders and repair orders. Once the shipment departs the FreeFlight Systems facility via the customer preferred carrier, the shipment is to follow Ex Works (EXW), under the Incoterms 2022 process unless otherwise negotiated.

FreeFlight Systems does not accept freight collect shipments. If there is a requirement to return an item (at the request of FreeFlight Systems), FreeFlight Systems will provide a carrier account number to cover the shipping charges.

DOMESTIC SHIPMENTS

FreeFlight Systems will ship Ex-Works (EXW), Origin (Robinson, TX) via UPS BLUE. In this case, a standard handling fee of fifty U.S. dollars (\$50 USD) for domestic, One Hundred Dollars (\$200 USD) internationally will be charged per unit.

Upon customer request, orders may be shipped via an alternative method. Additional costs incurred will be charged. Customers may provide their specific carrier's account number if they prefer, so shipping charges can be directly billed.

INTERNATIONAL SHIPMENTS

FreeFlight Systems will ship Ex Works (EXW) Origin (Robinson, TX) via UPS International. In this case, a standard handling fee of one hundred U.S. dollars (\$100 USD) will be charged per unit. The specific shipping charge is determined on a case-by-case basis. The customer is responsible for any supplemental charges associated with the shipment, including broker fees, customs duties and all taxes.

Upon customer request, orders may be shipped via an alternative method. Additional costs incurred will be charged to the customer's account. Customers may provide their specific carrier's account number if they prefer, so shipping charges can be directly billed.

AIRWORTHINESS AND EXPORT CONTROL

All new products that have a Technical Standard Order (TSO) or Parts Manufacturer Approval (PMA) label will have a **New** 8130-3 Airworthiness Certificate provided with each shipment. Repair or return to service products that have a TSO label, will have a **Return to Service** 8130-3 Airworthiness Certificate provided. Certificate of Conformance will be provided with all shipments and products.

Customers will be responsible for compliance with all export control laws and regulations of the U.S. Government (including the Export Administration Regulations and the International Traffic in Arms Regulations), and when required by such laws and regulations shall obtain export and re-export licenses required for goods, services, and technical data delivered under a sales or repair order. FreeFlight Systems will not be liable to the customer for any failure to provide goods, services or technical data as a result of any of the following U.S. Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of U.S. export laws and regulations, after the date of an order, that limits or has a material adverse effect on the cost of FreeFlight Systems' performance of a sales or repair order.

Customers must be and have been, in compliance with all laws administered by OFAC or any other governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), entities and persons (collectively, "Embargoed Targets"). Customers are not and have not been, an Embargoed Target or otherwise subject to any Economic Sanctions Law. The customer will comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, the customer will not (a) directly or indirectly export, re-export, transship or otherwise deliver the Products purchased hereunder or any portion of the Products to an Embargoed Target or a party owned 50% or more by an Embargoed Target or (b) broker, finance, cause or otherwise facilitate any transaction in violation of any Economic Sanctions Law. Customers will pay its financial obligations to FreeFlight Systems with funds that are not blocked, frozen, or tainted by passing through a blocked or frozen financial institution.

WARRANTY AND RETURN POLICIES

STANDARD WARRANTY

FreeFlight Systems provides a standard 2-year warranty.

Contact the FreeFlight Systems Repair Department at +1.254.662.7009 or repair@freeflightsystems.com for any questions.

PRODUCT RETURN POLICY

New, unopened, packaged catalog products may be returned within forty-five (45) days of the ship date, and are subject to a 15% restock fee. Catalog products returned from forty-six to one-hundred eighty (46-180) days of ship date are subject to a 25% restock fee. No product returns are accepted beyond one-hundred eighty (180) days after the ship date. In all cases, authorization for product returned must be approved by the FreeFlight Systems Sales Department prior to shipment. Non-Catalog items are not normally eligible for return.

Returns will not be accepted if there is any damage to warranty seals on the product

International shipments to FreeFlight Systems should utilize DDP Incoterms 2022.

RMA PROCESS

To return products to FreeFlight Systems for a repair, DOA or any other reason, a Return Materials Authorization (RMA) must be requested from authorized FreeFlight Systems personnel prior to returning the product. Authorization may be provided from:

- Repair Department for repair orders
- Technical Support Department for DOA/Warranty Exchanges
- Sales Department for new product returns

Once authorization has been approved by FreeFlight Systems, an RMA form will be provided via email. Once the form is completed, and emailed back, FreeFlight Systems will provide a RMA number for the return shipment. At a minimum the completed form must provide the information listed below to be processed:

- Purchase order number (if required for customer reference)
- Company or Individual name
- Complete billing address
- Complete return address
- Phone and email address
- Name of contact
- Unit part number & serial number
- Description of scope of work to be accomplished
- Description of the service requested (repair, upgrade, etc.)
- Method of payment
- Preferred method of return shipment and/or a carrier account number if applicable (return shipping will be billed if not provided)

The completed RMA must be returned with the unit in order to be valid. Product that is returned to FreeFlight Systems without an approved RMA form may be rejected and invoiced a \$350.00 USD handling fee per system.

DEAD ON ARRIVAL (DOA)

DOAs are defined as out-of-box failures, limited to failures that occur before 20 hours of operation or within 2 weeks of installation. If a unit meets these criteria, it will be replaced or repaired as applicable.

In the event of a suspected DOA, the customer must first contact FreeFlight Systems' Technical Support, in order to help troubleshoot the system. If unsuccessful and the symptoms indicate a defective unit, Technical Support will declare the unit DOA and approve its return and replacement. DOA return authorizations are only available from the FreeFlight Systems Technical Support Department

Wherever possible FreeFlight Systems will immediately ship a replacement unit. In this event, the following special conditions will apply:

For DOA replacements, a customer PO will be required, a sales order will be created for the full amount of the replacement. This will be invoiced directly to the customer requesting the DOA. If there are no terms available for the customer, payment will be required prior to shipment.. The defective unit must be returned within forty-five (45) days of shipment of the replacement unit and include the RMA form. If the unit is not received by FreeFlight Systems in forty-five (45) days the full amount may not be credited. A penalty of 10% per 30 days, with a maximum of 50% credit reduction will be assessed.. For customers with terms available, an invoice will be created at the time of the request for the full amount of the system. If the DOA system is received at FreeFlight Systems within forty-five (45) days, a credit memo will be issued.

FreeFlight Systems will ship replacement units via Overnight delivery.

If the returned part is found to have customer induced damage, the customer will be advised and may be invoiced for the repair of that part. Customer induced damage is any damage caused by the customer or installer after delivery inspection, including but not limited to; damaged caused by mishandling, dropped units, damaged connectors, incorrectly inserted data cards or connections, water damage and incorrect power or other installation conditions not in accordance with the supplied Installation Manual.

WARRANTY LABOR CLAIM PROCESS

To enable faster response times for customers, factory-authorized Dealers with appropriate product maintenance approvals may perform maintenance on units within their warranty period and be reimbursed for their efforts.

FreeFlight Systems will reimburse up to a documented 3 hours of the shops advertised hourly rate (to a maximum of \$150 per hour). If the repair should require more than 3 hours, prior approval must be received from FreeFlight Systems' Technical Support. FreeFlight Systems will reimburse the current Dealer price for all piece parts consumed in the repair. All parts and/or sub-assemblies over the Dealer price of \$100 must be returned with the warranty claim. Warranty claims returned to the factory, requesting reimbursement for parts and/or sub-assemblies over the Dealer price of \$100 will not be granted, unless accompanied by defective assemblies.

Warranty claims shall be submitted to FreeFlight Systems in Robinson, Texas, preferably by email to <u>repair@freeflightsystems.com</u>; mailed warranty claims are also acceptable.

If in doubt about whether a unit is within its warranty period, please call FreeFlight Systems Technical Support prior to performing any work. If FreeFlight Systems receives a claim for units that are out-of-warranty, no reimbursements will be made. FreeFlight Systems does not reimburse No Fault Found or Cannot Duplicate warranty claims.

Claims dealing with interfacing problems must be pre-approved by FreeFlight Systems' Technical Support Team.

All claims must be submitted within thirty (30) days (sixty (60) days international) after the completion of the warranty repair.

FreeFlight Systems does not reimburse expenses for transportation, hotel, meals, and installation, and removal of loaner units. If you are in doubt about whether something is covered, contact FreeFlight Systems' Technical Support Team for prior authorization.

FreeFlight Systems understands that there are extraordinary circumstances that must be considered on a case-by- case basis, in these situations, the discretion of Technical Support Management applies.

REPAIR DEPARTMENT PROCESS

FreeFlight Systems operates an FAA Part 145 Repair Station #F7ZR179X located at 7333 Interstate 35 South, Robinson, Texas.

To have a product repaired at the FreeFlight Systems' location, an RMA request must be processed through the Repair team prior to shipping the part.

Once authorization has been granted, normally within one (1) business day, an RMA form will be provided via email. The RMA form will have space for the following information which should be provided for the return to be processed as efficiently as possible:

- Company or Individual name
- Complete return address
- Phone and email address
- Name of contact
- Unit part number & serial number
- Total time since install
- Description of the unit's failure
- Aircraft Tail Number
- Description of the service requested (repair, upgrade, etc.)
- Method of payment
- Preferred method of return shipment and/or a carrier account number if applicable
- Purchase order number (if applicable)

The completed RMA must be returned with the unit in order to be valid. Product that is returned to FreeFlight Systems without an approved RMA request form the customer may be invoiced a \$350.00 handling fee per part.

When a unit is received at the FreeFlight Systems' facility, an evaluation of the system will be performed and a quote will be provided to the customer generally within four (4) business days for customer approval.

Once the quote is approved by the customer standard repairs will generally be completed within fifteen (15) business days. Expedited repairs will be completed between two to three (2-3) business days.

Once work is completed, customer orders with credit terms and in good standing will ship immediately. Customer without payment terms, will ship once payment is received.

DEFINITION OF REPAIR SERVICES

BENCH CHECK

A Bench Check is a detailed test of a unit performed in accordance with the approved standards and technical data. This test does not include any repair, adjustment or calibration to the unit.

This test includes stressing the unit to confirm or deny failures.

If an item passes a Bench Check it is released from the repair facility and returned to airworthy service.

There is no warranty provided for a Bench Check service.

The Bench Check charge will be the minimum charge of evaluating the unit whether a repair, overhaul or a return asis is requested. The Bench Check is the minimum fee for FreeFlight to evaluate the unit.

STANDARD REPAIR

A Flat Rate repair is defined when any extensive troubleshooting, rework, and repair is require to return the part to serviceable condition. This is the default option for all repaired products.

* The warranty is limited to only those areas of the unit serviced during the repair.

WARRANTY REPAIR

If a unit fails within its warranty period, with the failure confirmed by FreeFlight Systems, it will be repaired under warranty.

A Warranty Repair will return the unit to its correct operating specifications within an estimated shop turnaround time of fifteen (15) business days. While this turnaround time (TAT) is not guaranteed, every attempt will be made to meet the 15-day TAT. There is no charge for this service. The unit will be returned via UPS Blue (or equivalent) for domestic shipments and via UPS INTERNATIONAL EXPRESS SAVER (or equivalent) for international. Customer specified alternative shipping methods will be subject to additional charges.

In extraordinary situations, a loaner unit may be provided (if available) for the duration of the repair (see "Loaner

Procedure"). If the failure was customer induced, the customer will be notified and charges may be applied.

NO FAULT FOUND AND CANNOT DUPLICATE

If a unit is identified as No Fault Found (NFF) or Can Not Duplicate (CND) when it is sent in for Warranty Repair, one of the following actions will be taken:

• On the first event, the unit will be Bench Checked and returned to the customer via UPS BLUE, free-of- charge. All additional events may incur applicable Bench Check and shipping charges.

On the second and subsequent events, each item (per serial number) may incur a flat rate Bench Check charge, listed in the current customer price book. A cost estimate is provided for all repair charges before repairs begin.

• After the third event of a No Fault Found, within a 6 month period it will be recommended to remove the part from service. If the part is within factory new warranty period, a replacement will be provided.

* Note: Expedited services will incur additional charges.

OVERHAUL

Overhaul services will include the full list of services below. All Overhauled serviced units will include a full 1 year warranty from the date of shipment.

- Disassembled
- Cleaned
- Inspected
- Repaired (if necessary)
- Re-assembled
- Tested

FLAT RATE REPAIRS (NON-WARRANTY REPAIR)

This is the common industry practice of "Flat Rate Reapirs". For details please contact repair@freeflightsystems.com.

Units will be tested and inspected to the extent necessary to identify the problem. The customer will then be provided a cost estimate for the repair. Once approved, the repairs will be completed and the unit will be returned by the method requested by the customer.

The estimated shop turnaround time for a non-warranty repair is fifteen (15) business days, starting from the date signed quoted is received to the repair Department. The turnaround time is not guaranteed but every attempt will be made to meet the estimated turnaround time. Price is dependent upon the extent of the repair.

A limited* ninety (90) day warranty is provided on all service workmanship and parts replaced during the repair.

REPAIR TURN TIME (TAT)

STANDARD REPAIR

Standard repairs will be returned to the customer within seven to ten (7-10) business days.

EXPEDITED REPAIR

FreeFlight Systems offers an expedited repair service. In this case, the repair process will begin immediately upon receipt of the unit. A specific turnaround time is not guaranteed; however, two (2) days service is common. This service does not entail doing anything extra to the unit; it simply allows a mechanism for expediting the repair process. In addition, a customer with a unit currently undergoing a repair has the option of requesting and initiating Expedited service. The additional Expedited service charge still applies.

There is a charge of \$300.00 per unit for this service.

BEYOND ECONOMICAL REPAIR (BER)

Units that are agreed with the customer as being BER will incur a bench charge in addition to applicable shipping and handling charges. If the customer elects to have the unit scrapped, authorization from the responsible party must be provided.

SUB-ASSEMBLY REPAIR

All sub-assemblies will be repaired in accordance with the time and material repair service.

All services may not be available on all products, see the appropriate price sheet for details.

Systems that are returned to the factory for repair shall incur, at a minimum, the applicable Bench Check charge for each piece of equipment. Items identified as "requiring repair" will incur their applicable repair charges.

If a customer decides not to approve the repair cost estimate, they can elect to have the unit returned un-repaired. In this event, a service charge of \$550.00 plus shipping will be incurred. If a response is not received within ninety (90) days, the abandonment clause of this agreement may be invoked.

REPAIR UPGRADE OPTIONS

FACTORY PERFORMED UPGRADES

When a unit is sent to FreeFlight Systems for a factory upgrade, the return process and documentation requirements are essentially the same as those required for a unit repair. The "description of the unit's failure" on the repair form should contain the request that the unit be upgraded to the specific Service Document desired.

If a unit is identified as also requiring repair, the following actions apply:

- If within the scope of the upgrade, no additional charges will be applied
- If out of the scope of the upgrade, additional repair charges will be applied at the catalog flat rate price
- Items upgraded at Authorized Service Dealer come with a 90-day warranty

UPGRADE KITS

Upgrade Kits are available to FreeFlight Systems factory-authorized Dealers for performing some select upgrades. These kits can be ordered through the Repair Department via phone or email. A valid Purchase Order is needed to complete these orders.

ABANDONDED REPAIR EQUIPMENT

Systems shipped to FreeFlight Systems without associated RMA/SRO paperwork may be rejected and returned at the shipper's expense. Systems that are not approved for repair and paid for within ninety (90) days of the quote being provided, may be considered abandoned and may then be scrapped. An invoice for \$550.00 for the Bench Check fee will be invoiced to the customer. Customer will be put on credit hold for both sales orders and repair until payment is resolved. Written notice will be provided seven (7) business days prior to system being scrapped to allow for customer response.

EXCHANGE EQUIPMENT

If, within the first year of purchase, a unit is repaired two or more times (excluding Bench Checks, No Fault Found (NFF), Could Not Duplicate (CND), and the fault is determined to be a hardware problem unrelated to the unit's installation, the unit will be evaluated for the possibility of exchange.

If the customer approves the exchange, a new unit will be provided and the faulty unit will be remitted at FreeFlight Systems to support our product improvement initiatives.

LOANER EQUIPMENT

Under certain circumstances, such as warranty repairs, FreeFlight Systems may loan equipment to customers (subject to availability of unit).

If loaner equipment is to be provided the following applies:

FreeFlight Systems will prepare a "Loan Agreement" and provide it electronically to the customer. The customer must agree to and endorse the agreement, then return the form to FreeFlight Systems electronically.

FreeFlight Systems will ship the unit to the specified destination by appropriate means to ensure it arrives in time for the customer's use.

FreeFlight Systems will include a document with the unit explaining the return procedure. In addition, FreeFlight Systems will include a preprinted return shipment UPS waybill so that the customer does not bear this cost. This procedure also allows for traceability. Return shipment will be via UPS BLUE.

If the unit is not returned by the date specified on the loaner agreement, the customer will be charged the appropriate price of the unit. (Extensions can be granted. Please refer to the loaner agreement for details.)

RENTAL EQUIPMENT

From time to time, customers may request an equipment rental.

When requesting a rental unit, a customer must provide a purchase order or credit card authorization in the amount of the agreed rental price.

FreeFlight Systems will prepare a "Rental Agreement" and provide it electronically to the customer. The customer must agree to and endorse the agreement, then return the form to FreeFlight Systems electronically.

FreeFlight Systems will ship the unit to the specified destination by appropriate means to ensure it arrives in time for the customer's use.

FreeFlight Systems will include a document with the unit explaining the return procedure. In addition, FreeFlight Systems will include a preprinted return shipment UPS waybill so that the customer does not bear this cost. This procedure also allows for traceability. Return shipment will be via UPS BLUE.

If the unit is not returned by the date specified on the rental agreement, the customer will be charged the appropriate price of the unit. (Extensions can be granted. Please refer to the rental agreement for details.)

ASSIGNMENT

The buyer shall not assign its rights or delegate any part of it under this contract without prior written consent of FreeFlight Systems.

CONDITIONS OF SALE

Any Aircraft Parts are sold on the condition that that they are used solely in the manufacture, repair or Maintenance of civil aircraft and must not be used for any other purpose without FreeFlight System's permission and payment of the extra customs duty involved.

FORCE MAJEURE

FreeFlight Systems shall not be liable to perform its obligations under these Terms & Conditions for any cause beyond its reasonable control including without limitation fire flood strikes, pandemic-related constraints and

regulations, transportation delays, fuel and energy shortages and defaults of sub-contractors.

APPLICABLE LAW

These Terms & Conditions shall be governed by the laws of The U.S. State of Texas.

Main

Phone: 800.487.4662

Phone: 254.662.0000

info@freeflightsystems.com

Sales

Phone: 254.662.0000 X 501

sales@freeflightsystems.com

Repair

Phone: 254.662.0000 X 502

repair@freeflightsystems.com

Technical Support

Phone: 254.662.0000 X 503

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Finance Department

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