

1. APPLICATION; ACCEPTANCE; GOVERNMENT CONTRACTS; BUYER TERMS

REJECTED. These Terms apply to all quotations, estimates, orders, repairs, engineering, testing, manufacturing, prototypes, goods and services ("Products/Services") provided by Ensil Technical Services Inc. ("Ensil") to any commercial, business, industrial, institutional, governmental, military, prime-contractor or subcontractor customer ("Buyer"). ENSIL'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY CONDITIONED UPON BUYER'S ASSENT TO THESE TERMS. Buyer accepts these Terms by accepting Ensil's quotation/order acknowledgment, authorizing work, delivering equipment, accepting Products/Services or paying an invoice. Any additional, different or inconsistent terms in Buyer's purchase order, procurement portal, supplier terms or other document are expressly rejected and shall not apply unless specifically accepted in writing by an authorized officer of Ensil. Ensil's acknowledgment, commencement of work, shipment, invoice or acceptance of payment does not constitute acceptance of Buyer's terms. Priority is: (a) agreement expressly signed by an authorized Ensil officer; (b) Ensil quotation/order acknowledgment; (c) these Terms; (d) SOW/specifications expressly accepted by Ensil; and (e) Buyer PO solely for accepted part numbers, quantities, prices and delivery information. For U.S. or other government prime contracts/subcontracts, mandatory government clauses and expressly accepted flow-downs prevail only to the extent legally mandatory or expressly accepted in writing by Ensil; otherwise these Terms remain controlling. No oral statement, technical advice, email, employee representation, course of dealing or performance modifies these Terms or creates or enlarges any warranty.

2. QUOTATIONS; SCOPE; BUYER RESPONSIBILITY. Quotations/estimates expire thirty (30) days after issuance unless otherwise stated and may be revised after inspection, disassembly, testing or discovery of additional defects, damage, contamination, obsolete components, unauthorized modifications or other conditions. Ensil has no obligation beyond the authorized scope. Buyer is solely responsible for the accuracy, completeness, legality and suitability of Buyer-provided specifications, drawings, designs, instructions, software, firmware and technical information, upon which Ensil may rely. Unless expressly agreed in writing, Ensil does not warrant or guarantee the performance, compatibility, availability, reliability, certification, regulatory compliance, production output, economic performance or fitness of Buyer's complete machine, aircraft, vehicle, platform, system or application. Repair of any component does not constitute a warranty of any other component or system. Buyer shall disclose before acceptance any flight-critical, life-safety, nuclear or other unusually high-consequence application.

3. PROTOTYPES; LEGACY AND THIRD-PARTY COMPONENTS. Prototype, experimental, reverse-engineered and development Products are developmental and are not warranted for production use, certification, regulatory approval or Buyer's intended application unless expressly agreed in writing. Buyer is responsible for validation and qualification. Buyer assumes the inherent technological, reliability, availability and lifecycle risks of obsolete/legacy equipment. Ensil makes no warranty regarding the authenticity, quality, condition, suitability, remaining life or performance of Buyer-furnished components, materials, software, firmware or technical data. For third-party, substitute, aftermarket, obsolete, refurbished or reclaimed components, Ensil's component warranty shall not exceed any transferable warranty actually available to Ensil from its supplier; Ensil's workmanship warranty remains subject to these Terms.

4. DELIVERY; PAYMENT; SHIPPING; PROPERTY. Delivery and turnaround dates are estimates; time is not of the essence unless expressly agreed in writing. Ensil is not liable for delay, penalties, chargebacks, downtime or resulting losses. Unless credit is approved, payment is due before release/shipment; otherwise as stated on Ensil's invoice. Buyer shall pay without set-off, deduction, counterclaim or withholding except as required by law. Overdue amounts bear interest at the lesser of 1.5% per month (18% annually) or the maximum lawful rate. Ensil may suspend work, withhold Products/property, require advance payment/security or cancel unperformed work for overdue amounts or material credit deterioration. Buyer shall pay reasonable collection and attorneys' fees where permitted. Unless otherwise agreed, Buyer bears all freight, packaging, insurance, brokerage, customs, duties, permits and transportation charges. Risk during transportation to Ensil remains with Buyer; risk on return passes to Buyer when Ensil delivers the item to the carrier. Ensil is not liable for carrier loss, damage or delay. Property unclaimed after notice may incur storage charges after thirty (30) days and, after sixty (60) days, may be stored, relocated, sold, recycled or disposed of to the extent permitted by law, with proceeds applied against amounts owing.

5. LIMITED 120-DAY WARRANTY. Subject strictly to these Terms, Ensil warrants solely to the original Buyer for one hundred twenty (120) days from the earlier of shipment, availability for collection or invoice date that: (a) the specific repair/service work actually performed by Ensil will be free from material defects in Ensil's workmanship; and (b) Ensil-manufactured Products will be free from material defects in Ensil-supplied materials and workmanship, unless another period is expressly stated by Ensil in writing. THIS LIMITED WARRANTY APPLIES ONLY TO THE SPECIFIC WORK PERFORMED BY ENSIL. ENSIL DOES NOT WARRANT OR GUARANTEE THE ENTIRE PRODUCT, UNIT, ASSEMBLY, MACHINE, AIRCRAFT, VEHICLE, PLATFORM, SYSTEM OR APPLICATION. A SUBSEQUENT FAILURE OF ANOTHER COMPONENT, CIRCUIT, SUBSYSTEM OR CONDITION UNRELATED TO ENSIL'S WARRANTED WORK IS NOT A WARRANTY DEFECT MERELY BECAUSE IT OCCURS DURING THE WARRANTY PERIOD.

6. WARRANTY EXCLUSIONS. Warranty does not cover any defect, failure, loss or damage caused in whole or part by transportation; packaging; improper installation, removal or reinstallation; misuse; abuse; neglect; accident; unauthorized repair, modification or tampering; ESD; electrical overstress; surge; incorrect voltage/current or grounding; improper maintenance; contamination; corrosion; moisture; fire; temperature; vibration; shock; radiation; environmental exposure; operation outside specifications; normal wear/deterioration; Buyer/third-party materials; software, firmware, data, malware or cybersecurity events except where expressly within Ensil's scope; inaccurate/incomplete Buyer information; unrelated component/system failure; or any cause outside Ensil's reasonable control.

7. WARRANTY CLAIM; MANDATORY 10-DAY PHYSICAL-RECEIPT CONDITION. Buyer must notify Ensil in writing before expiration of the applicable warranty period of the claimed defect and provide the applicable invoice/work order, Product, serial number where applicable, failure description and information reasonably requested by Ensil. NOTICE, AN RMA REQUEST OR SHIPMENT ALONE DOES NOT PERFECT, EXTEND OR PRESERVE WARRANTY COVERAGE. AS AN EXPRESS CONDITION PRECEDENT TO WARRANTY SERVICE, THE AFFECTED ITEM MUST BE PHYSICALLY RECEIVED BY ENSIL AT ITS DESIGNATED NIAGARA FALLS, NEW YORK FACILITY NO LATER THAN TEN (10) CALENDAR DAYS AFTER EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. Buyer bears all responsibility and risk for timely return. Tender to a carrier, tracking information, transportation delay, customs delay or other dispatch does not constitute receipt by Ensil. IF ENSIL DOES NOT PHYSICALLY RECEIVE THE ITEM WITHIN THAT TEN (10)-DAY PERIOD, WARRANTY COVERAGE FOR THAT CLAIM AUTOMATICALLY EXPIRES AND ENSIL SHALL HAVE NO WARRANTY OBLIGATION OR LIABILITY FOR THAT CLAIM, EXCEPT TO THE EXTENT PROHIBITED BY MANDATORY APPLICABLE LAW OR A

CONTROLLING GOVERNMENT CONTRACT CLAUSE. Buyer shall not materially alter, repair or destructively test the claimed defect before Ensil has a reasonable opportunity to inspect it. Ensil shall determine warranty eligibility, acting reasonably, based upon inspection, testing and available technical evidence. Any extension must be expressly authorized in writing by Ensil.

8. SOLE AND EXCLUSIVE REMEDY. If Ensil confirms a covered warranty defect, BUYER'S SOLE AND EXCLUSIVE REMEDY AND ENSIL'S SOLE OBLIGATION, at Ensil's exclusive option, shall be to reperform the affected service, repair the defect, replace the affected Ensil-supplied component, issue a credit, or refund the amount actually paid to Ensil for the affected Product/Service. Repair, replacement or performance does not restart or extend the original warranty period except where required by mandatory law or expressly agreed by Ensil. Warranty does not include onsite troubleshooting, removal, de-installation, reinstallation, access/disassembly, field labor, travel, accommodation, rigging, commissioning, system testing, expedited freight, customs/brokerage, rental/replacement equipment or similar costs unless expressly agreed in writing.

9. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS LIMITED WARRANTY ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ENSIL EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE EXPRESS LIMITED WARRANTY STATED HEREIN. No warranty is transferable or assignable without Ensil's prior written consent, and no end user, Buyer customer, owner, operator or other third party acquires warranty rights merely through ownership, possession or use, except where mandatory law or a controlling government contract expressly requires otherwise.

10. EXCLUSION AND LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, ENSIL AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, REVENUE, PRODUCTION, USE, BUSINESS, CONTRACTS, OPPORTUNITIES, SAVINGS, GOODWILL OR DATA; BUSINESS INTERRUPTION; DOWNTIME; SUBSTITUTE PRODUCTS/SERVICES; RENTAL EQUIPMENT; FIELD SERVICE; REMOVAL/REINSTALLATION; OR THIRD-PARTY ECONOMIC LOSS, WHETHER ARISING IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THEIR POSSIBILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, ENSIL'S TOTAL CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY PRODUCT, SERVICE, TRANSACTION, ACT OR OMISSION SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO ENSIL FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. These exclusions and limitations are separate and independent allocations of commercial risk and apply notwithstanding the form of action and even if any limited or exclusive remedy fails of its essential purpose, except to the extent liability cannot lawfully be excluded or limited.

11. INDEMNIFICATION. To the fullest extent permitted by law, Buyer shall defend, indemnify and hold harmless Ensil and its affiliates, directors, officers, employees, agents and subcontractors from third-party claims, liabilities, damages, judgments, settlements, costs and reasonable attorneys' fees arising from Buyer-provided specifications, designs or instructions; resulting intellectual-property claims; Buyer's installation, integration, operation, maintenance, modification or misuse; Buyer-furnished components, materials, software or data; Buyer's violation of law, representations, warranties or commitments made by Buyer to third parties exceeding Ensil's obligations; or Buyer's negligence or willful misconduct, except to the extent finally determined to arise from liability that applicable law prohibits Ensil from allocating to Buyer.

12. FORCE MAJEURE; REGULATORY COMPLIANCE. Ensil is not liable for delay or nonperformance caused by circumstances beyond its reasonable control, including fire, flood, severe weather, epidemic/pandemic, war, terrorism, civil disturbance, labor dispute, government action, sanctions, export restrictions, cyberattack, utility/transport interruption, supplier failure, component shortage, allocation or obsolescence. Ensil may suspend performance, allocate available materials/capacity or terminate affected unperformed work without liability. Buyer is responsible for applicable import/export/re-export, customs, sanctions, controlled-goods and end-use requirements. Ensil may suspend or refuse performance where compliance is reasonably in doubt.

13. CLAIM LIMITATION; NEW YORK LAW; EXCLUSIVE FORUM; JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO ANY PRODUCT, SERVICE OR TRANSACTION MAY BE COMMENCED MORE THAN ONE (1) YEAR AFTER THE CLAIM ACCRUES. These Terms and all transactions are governed by the laws of the State of New York, without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. Subject to mandatory government-contract jurisdiction or law that cannot be waived, Buyer irrevocably submits to the exclusive jurisdiction of the state courts located in Niagara County, New York, and, where federal subject-matter jurisdiction exists, the United States District Court for the Western District of New York, and waives objections to venue or inconvenient forum. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AND ENSIL EACH KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, ANY PRODUCT/SERVICE OR ANY TRANSACTION BETWEEN THEM.

14. GENERAL. Buyer may not assign any agreement, claim or warranty right without Ensil's prior written consent. No failure or delay by Ensil in enforcing a right constitutes waiver; any waiver must be express and written. If any provision is invalid or unenforceable, it shall be enforced to the maximum lawful extent or severed, and all remaining provisions remain effective. Payment, warranty restrictions/disclaimers, liability limitations, indemnification, governing law, forum, jury waiver and provisions intended by their nature to survive shall survive completion or termination. These Terms and the controlling documents identified above constitute the entire agreement concerning the transaction and supersede prior or contemporaneous representations and communications. No modification is effective unless expressly accepted in writing by an authorized officer of Ensil. Nothing herein excludes or limits any liability, right or obligation that applicable mandatory law or a controlling government contract prohibits the parties from excluding or limiting.