

TELEDYNE CONTROLS SCOTLAND

SPECIAL TERMS AND CONDITIONS FOR REPAIR SERVICES

1. APPLICABILITY.

These Special Terms and Conditions for Repair Services ("Repair Terms") supplement the Teledyne Technologies Incorporated General Terms and Conditions of Sale, as revised from time-to-time ("General Terms") and apply solely for all Offers made to Buyer by Teledyne UK Limited, trading as Teledyne Controls Scotland ("Seller") and any Order or other authorization to commence work from Buyer that is accepted by Seller for repair, overhaul, testing, recertification, and other aftermarket services in support of Seller products not covered by the original product warranty ("Repair Services"). Capitalized terms used in these Repair Terms have the same meaning as those used in the General Terms unless otherwise indicated herein. In the event of a conflict between these Repair Terms and the General Terms, these Repair Terms shall take precedence to the extent of such conflict, unless prohibited by law or otherwise stated herein.

2. ADDITIONAL TERMS. The following terms apply in addition to the General Terms.

(A) Repair Prices.

- (i) Prices for Repair Services are quoted based on Seller's knowledge of Buyer's requirements at the time the Offer is made.
- (ii) Seller has established fixed charges ("Standard Repair Charge") for the repair of many of its Standard Products, as well as for the overhaul of ACES™ Sensor Pack (ASP) sensors. Seller will charge Buyer the Standard Repair Charge for a part submitted to Seller for Repair Services except in the following circumstances:
 - (a) Major Repair. If the part requires replacement of major assemblies or components, Seller will charge the price of the replacement assemblies and components plus one-half the Standard Repair Charge for that part.
 - (b) No Standard Repair Charge Established. If a Standard Repair Charge has not been established for a part, the Seller will quote, after test and evaluation, the repair charge along with the scope of work to be performed.
 - (c) Test-Only, No Fault Found (NFF) and Unverified Failure. In the event a part has been submitted for testing only, or is submitted for repair and passes all approved test procedures for that unit ("No Fault Found" or "NFF"), or the failure claimed by Buyer cannot be duplicated on the part ("Unverified Failure"), Buyer will be charged for Seller's time spent on testing, evaluation and recertification and other applicable charges.
 - (d) Evaluation Charge. If Buyer submits a part to Seller for repair and declines to have the part repaired after Seller has tested or otherwise evaluated the unit, Buyer will be charged for Seller's time spent on the testing, evaluation and other applicable charges.
 - (e) Modification. All requested or mandatory modifications and all implementation of service bulletins are quoted separately.
- (iii) Buyer will pay for all packaging, handling, transportation, insurance and other costs associated with shipment of the part to Seller for Repair Services. For warranty repairs, Seller will pay the costs of Seller's standard packaging, handling, and transportation for shipment of the part back to Buyer. For non-warranty repairs and all other Repair Services, Buyer will pay for all packaging, handling, transportation and other costs associated with Seller's shipment of the part back to Buyer. Costs for shipping requirements from Buyer deviating from Seller's standard practice will be paid by Buyer.
- (iii) Unless otherwise expressly stated in Seller's Offer, prices are valid only for Goods and Services delivered during the calendar year in which an Order is issued to Seller. The prices for any Goods or Services to be delivered in a calendar year after the year in which an Order is issued are, at Seller's sole discretion, subject to annual escalation as reasonably determined by Seller. These price changes will be effective January 1st of each such future calendar year unless otherwise determined by Seller.

(B) Shipment to Teledyne. Except for MagnaStar® parts, Buyer may submit parts directly to Seller for Repair Services without completion of Return Materials Authorization. Return Materials Authorization (RMA) is required MagnaStar® parts. Buyer is responsible for all shipping charges and damage to the unit in transit until received by Seller. It is Buyer's obligation to promptly provide all information reasonably requested by Seller. Delays in providing this information may result in delay of Seller's performance of the Repair Services or return of the part to Buyer. At a minimum, Buyer must provide the following information with each part shipped to Seller for Repair Services:

- Buyer's name and billing address, and if applicable, name and billing address of Buyer's agent requesting the Repair Services
- Order number
- Buyer or Buyer's agent (as applicable) contact person's name, telephone number, fax number, and email address
- Seller part number, serial number, and part nomenclature/description
- Make, model and tail number of the aircraft that the part was removed from (if applicable)
- Detailed description of failure or other reason that the part is submitted for Repair Services
- Special requirements, such as, SB's, SL's, CAAC, etc.
- Date that part was removed from aircraft (if applicable)
- Date that part is shipped to Seller for Repair Services
- Return shipping address, and name and contact information of Buyer freight forwarder

(C) Acceptance and Rejection. Buyer will promptly inspect all Goods when delivered and Services when performed and will immediately notify Seller of any nonconformance discovered. Seller will have a reasonable opportunity to inspect any nonconformances identified by Buyer. All Goods and Services will be deemed accepted by Buyer unless Seller receives written notice of rejection from Buyer explaining in detail the basis for rejection within ten (10) calendar days after delivery or performance, as applicable. Any payment on an invoice for the Goods or Services shall be construed as an acceptance of the Goods and Services referenced in that invoice. Any rejected Goods must be returned to Seller in accordance with Seller's written instructions. If Seller determines that there is a nonconformance, Seller will correct or replace the Goods, or re-perform the Services, at Seller's sole option. If Seller reasonably determines that a rejection was improper, Buyer will be responsible for all costs incurred by

Seller attributed to the improper rejection, and Buyer will pay these costs immediately upon receipt of Seller's invoice for them. Buyer waives any right to revoke acceptance once deemed or given. Buyer's remedies under this section are exclusive and lieu of all other remedies.

- (D) **Repair Services Inquiries.** Buyer may submit an inquiry regarding Repair Services to Seller, including status, technical, pricing or urgency by telephone, e-mail, fax, AOG hotline, or as otherwise directed by Seller. Buyer shall provide all information reasonably requested by Seller in support of the inquiry. Seller will endeavor to respond to Buyer's inquiry within 24 hours of receipt.
- (E) **Quality Assurance.** Seller's quality assurance system adheres to ISO 9001:2015 and AS9100 Rev (D) standards.

3. SUBSTITUTE TERMS. As stated, the following terms supersede and replace the referenced General Terms in their entirety.

- (A) Section 15 of the General Terms (WARRANTY) is superseded and replaced in its entirety by the following term:

15. REPAIR WARRANTY.

15.1 Limited Warranty. For a Seller-manufactured part repaired by Seller ("Repaired Part"), Seller warrants that the Repaired Part will be free from defects in materials and workmanship for one (1) year (for line replaceable units) or ninety (90) days (for subassemblies, components, kits, and accessories) from the date the Repaired Part is shipped to Buyer, unless otherwise stated by Seller in its quotation. This warranty only applies to the specific component(s) of the Repaired Part which is repaired or replaced. This warranty does not extend an existing warranty on the Repaired Part nor does it apply to any component or subassembly of the Repaired Part other than that which was repaired or replaced by Seller. Further, this warranty is void if, upon examination by Seller or Seller's authorized service provider, the Repaired Part is found to have been (i) mishandled, misused, abused, or damaged by Buyer or any third party; (ii) altered from its state as originally repaired by Teledyne; (iii) overhauled, refurbished, or repaired by a party other than Seller without Seller's prior written approval; or (iv) improperly stored, installed, operated, or maintained in a manner inconsistent with Seller's instructions. This warranty does not apply to defects attributed to (i) normal wear and tear or (ii) failure to comply with Seller's safety warnings.

15.2 ACES™ Sensor Pack (ASP) Overhaul Warranty. For an ASP unit overhauled by Seller ("Overhauled ASP"), Seller warrants that the sensor operation of the Overhauled ASP will be free from defects in materials and workmanship for two (2) years from the date the Overhauled ASP is shipped to Buyer, unless otherwise stated by Seller in its quotation. This warranty is void if, upon examination by Seller or Seller's authorized service provider, the Overhauled ASP is found to have been (i) mishandled, misused, abused, or damaged by Buyer or any third party; (ii) altered from its state as originally overhauled by Teledyne; (iii) overhauled, refurbished, or repaired by a party other than Seller without Seller's prior written approval; or (iv) improperly stored, installed, operated, or maintained in a manner inconsistent with Seller's instructions. This warranty does not apply to defects attributed to (i) normal wear and tear, (ii) failure to comply with Seller's safety warnings, or (iii) to defects in the ACES™ Sensor Pack beyond the operation of the sensors.

15.3 Warranty Claims and Remedies. Buyer must promptly notify Seller in writing during the Standard Repair Warranty and ACES™ Sensor Pack Overhaul Warranty period of any defect covered by Seller's warranties under paragraphs (B) and (C) above, and no later than fifteen (15) calendar days after discovery of the defect. Seller has no obligation to honor any warranty claim made after the expiration of the warranty period. However, despite the expiration of the warranty period, Seller, at its reasonable discretion, may accept warranty claims submitted up to fifteen (15) calendar days after the expiration of the warranty period provided that Buyer provides Seller with credible and persuasive documentary evidence that the defect was discovered during the warranty period. No warranty claims submitted after this fifteen (15) day calendar period will be considered by Seller. Buyer's notice of a defective Repaired Part or Overhauled ASP must identify the specific Repaired Part or Overhauled ASP affected and the nature of the defect, and return the defective Repaired Part or Overhauled ASP, suitably packed and fully insured, transportation and insurance prepaid, in accordance with instructions issued by Seller. Seller, at its sole option, will either repair or replace any Repaired Part or Overhauled ASP authorized for return to Seller which is confirmed to be defective after inspection and testing by Seller, and return such repaired or replaced Repaired Part or Overhauled ASP to Buyer. Such repair, replacement, or credit shall be Buyer's sole remedy for defective Repaired Parts or Overhauled ASP units. Buyer must promptly provide Seller with all information requested regarding the identified defect. If the defect claimed by Buyer cannot be reproduced or otherwise verified by Seller, the Repaired Part or Overhauled ASP will be returned to Buyer unmodified at Buyer's expense, and Buyer shall in addition pay Seller's published "no fault found" test, evaluation and recertification charges for Seller's effort. The warranty period for repaired or replaced Repaired Parts or Overhauled ASP units shall be the greater of (i) ninety (90) days or (ii) the unexpired portion of the original warranty period. Under no circumstances is Seller liable for recall, retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective Repaired Parts or Overhauled ASP units, or any costs associated therewith.

15.4 Disclaimer. THESE EXPRESS WARRANTIES IN SECTIONS 15.1, 15.2, AND 15.3., INCLUDING THE REMEDIES SET FORTH HEREIN, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO AN EXCLUSION OF ANY AND ALL WARRANTIES RELATING TO LATENT DEFECT. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN. SELLER MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTY, STATUTORY OR IMPLIED, FOR CONSUMABLES, INCLUDING ALL BATTERIES, WHETHER A COMPONENT OF ANY REPAIRED PART OR SOLD SEPARATELY, EXCEPTING OVERHAULED ASPs WHICH ARE WARRANTED AS STATED IN SECTION 15.2. SELLER MAKES NO WARRANTY FOR ANY PARTS OR OTHER SUPPLIES PROVIDED TO SELLER BY BUYER, REGARDLESS OF WHETHER THEY ARE INCORPORATED INTO A REPAIRED PART. GOODS WHICH ARE DESIGNED OR MANUFACTURED BY A THIRD PARTY ARE SUBJECT STRICTLY TO THE THIRD PARTY'S EXPRESS WARRANTY, IF ANY, AND SELLER MAKES NO WARRANTY AND DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES FOR SUCH GOODS. ALL SOFTWARE AND ALL SERVICES, OTHER THAN SELLER'S REPAIR OF SELLER-MANUFACTURED PARTS, ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY.

- (B) Section 29 of the General Terms (GOVERNING LAW) is superseded and replaced in its entirety by the following term:

29. GOVERNING LAW. The performance of the Parties, and any judicial or arbitration proceedings, shall be construed and governed in accordance with Scots Law, excepting its laws and rules relating to conflict of law. Neither (i) the United Nations Convention on Contracts for the International Sale of Goods; (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (hereinafter referred to as the "1974 Convention"); nor (iii) the Protocol Amending the 1974 Convention held at Vienna, Austria, on April 11, 1980, apply in any manner to the interpretation or enforcement of Seller's Offer, or Buyer's Order.

- (C) Section 30 of the General Terms (DISPUTES AND ARBITRATION) is superseded and replaced in its entirety by the following term:

30. DISPUTES AND ARBITRATION. The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to Buyer's Order, including their interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Rules of Arbitration of the International Chamber

of Commerce, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Glasgow, Scotland, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded hereunder and shall be so instructed by the Parties.

4. INAPPLICABLE TERMS. The following sections of the General Terms do not apply.

- Section 16 (RETURN AUTHORIZATIONS (NOT APPLICABLE TO SOFTWARE))