

**GLOBAL GROUND SUPPORT, LLC  
TERMS AND CONDITIONS OF PURCHASE  
FIXED-PRICE PURCHASE ORDERS/CONTRACTS**

**Effective: June 1, 2024**

**1. DEFINITIONS**

As used throughout this Order, the following terms shall have the meaning set forth below:

- a) "Buyer" means Global Ground Support, LLC (herein "Global"), includes any duly authorized representative thereof acting within authorized limits.
- b) "Contract" means the same as the definition at FAR 2.101 and specifically includes this Order.
- c) "Contractor" means "Buyer" when used in the context of referring to a prime contractor with the U.S. Government in a FAR or DFARS clause/provision incorporated into this Order, unless otherwise expressly stated herein. In all other instances, "Contractor" means "Seller."
- d) "DFARS" means Department Federal Acquisition Regulation Supplement, including all amendments and changes thereto in effect on the date of issuance of this Order.
- e) "FAR" means Federal Acquisition Regulation, including all amendments and changes thereto in effect on the date of issuance of this Order.
- f) "Order" means purchase order/contract when used in the context of referring to a contractual relationship between Buyer and Seller.
- g) "Parties" Global Ground Support LLC ("Buyer") and Seller shall be collectively referred to as the "Parties".
- h) "Seller" means any person or company having a contract for the supply of good or service to the Buyer as identified in the Order.
- i) "Subcontract(s)" and "Subcontractor(s)" includes this Order when used in a FAR or DFAR clause referring to a prime and subcontractor relationship. Otherwise, it means Seller's lower tier subcontract(s) and subcontractor(s), respectively. The term "subcontract" includes purchase orders and changes, modifications, or amendments to subcontracts and purchase orders.

**2. APPLICABLE TERMS**

Agreement by Seller to furnish the goods or services, or Seller's commencement of such performance, shall constitute Seller's unqualified acceptance of this Order subject to these terms and conditions. This Order is the complete and exclusive statement of the terms of the agreement between Seller and Buyer. No modification of this Order (including any addition, deletion, or other modification proposed in Seller's acceptance) shall be binding on Buyer unless agreed to by Buyer in a writing signed by Buyer's Purchasing Department Representative.

This Order, including those additional terms or conditions incorporated herein by reference and made a part hereof, constitute the entire agreement between the Parties with respect to the Order and will supersede all prior or contemporaneous understandings, proposals, negotiations, communications, commitments or representations, oral or written, between the Parties or their representatives. Should Seller require a EULA, TOS, or similar legal instrument or agreement through an "I agree" type click box or other comparable mechanism (such as "click-wrap" or "browse-wrap" agreements) to access any product provided pursuant to this Order, the terms of such EULA, TOS, or similar legal instrument or agreement shall

not have the effect of, or be interpreted as, modifying, supplementing, or otherwise altering this Order or binding the Buyer or any end user acting on behalf of the Buyer, unless explicitly referenced in the Order. No modification of this Order or waiver or addition to any of its terms and conditions will be binding upon either Party unless made in writing and signed by the Parties' authorized representatives specifically designated in the Order.

### **3. ORDER ACCEPTANCE AND PRICE**

Acknowledgement execution copy of the Purchase Order by Seller shall be forwarded to Buyer. Seller's performance of the Purchase Order, in whole or in part, shall constitute acceptance by Seller of all of the terms and conditions herein set forth. This Purchase Order is subject to immediate acceptance by Seller, and Buyer reserves the right to modify or cancel this Purchase Order at any time prior to receipt by it or the duly executed Acknowledgement copy hereof or acceptance by it of items shipped by Seller pursuant hereto. The purchase order price(s) shall be as stated herein, unless Buyer shall otherwise agree in writing. Buyer shall be given the benefit of any downward revision of price which may become effective before the date of the actual delivery, or which may become effective before the date of delivery specified by this Order, if the date of the actual delivery is prior thereto. No charge shall be made for storage, shipping or delivery expense, unless authorized by Buyer in this Purchase Order.

### **4. CHANGES**

Buyer may, at any time, by written notice, make changes within the general scope of this Order in any one or more of the following: (1) description of the work to be performed, (2) method and manner of performance, and (3) the amount of work to be furnished. If any such change causes a difference in the cost, or the time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule and other affected provisions. Such adjustment shall be made by written amendment to this Order signed by both parties. Any claim for adjustment by Seller must be made within 30 days from the date of receipt of Buyer's change notice, although Buyer in its sole discretion may receive and act upon any claim for adjustment at any time before final payment. Failure to agree to any adjustment shall be settled in accordance with section 14.

Only the Buyer's Procurement Representative is authorized on behalf of Buyer to issue changes. If Seller considers that any direction or instruction by Buyer personnel constitutes a change, Seller shall not rely upon such instruction or direction without written confirmation from the Buyer's Procurement Representative. Nothing in this clause, including any disagreement with Buyer about the equitable adjustment, shall excuse Seller from proceeding with the Agreement as changed.

### **5. INVOICES, DISCOUNTS, AND PAYMENT**

Seller shall be paid, upon submission of proper invoice(s), the prices stipulated herein for items and services accepted by Buyer, less any deductions, setoffs or recoupments. Invoices must show the Purchase Order number, point of shipment, manner of shipment and cash discount and shall be forwarded to Buyer, at the address printed on the Purchase Order. The cash discount period, if any, will start from the date of receipt of the items covered by this Purchase Order at the address specified on the Purchase Order. All shipments and papers pertaining to this Purchase Order shall reference the Purchase Order number. Seller shall separately state on all invoices transportation charges.

If so requested by Buyer, Seller shall furnish such affidavits and instruments as Buyer may reasonably request certifying that payment has been made for all materials and services furnished in the performance of this Order, releases and indemnities are required at the time for payment and written guaranties with respect to labor, materials and service supplied by Seller. Payments may be withheld in the event of a dispute. In this case, Buyer shall withhold any disputed amount until the Parties have concluded a reasonable remedy.

### **6. SHIPPING**

A packing list must accompany each shipment; otherwise, Buyer's count will be accepted as final and conclusive. The packing list must indicate Buyer's Order number and the part number or code number. If shipment is made by Seller's supplier, Seller's name must be shown on the packing list in addition to the above information. Seller shall mark Buyer's Order number on all packages and consolidate daily shipments. If transportation charges are dependent on released valuation, Seller shall release the shipment at the value resulting in the lowest charges. Shipment shall be made via the most economical route available unless otherwise instructed in this Order or the Buyer. Bill of lading advice of shipment must be sent as soon as

material is forwarded, giving the correct Order, part, or requisition number, description of material and full forwarding information. All material must be forwarded in accordance with routing specified on this Order or additional instructions issued by Buyer.

## **7. DELAYS AND FORCE MAJEURE**

On time performance is a material condition of this Order and failure to perform according to the delivery schedule in this Order, if unexcused, shall be considered a material breach. Acceptance of late deliveries shall not constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of this Order or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Order. Such notice shall include a proposed revised schedule but such notice and proposal or Buyer's receipt or acceptance thereof shall not constitute a waiver to Buyer's rights and remedies hereunder.

Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing promptly but no later than fourteen (14) days after the Party became aware, or should have become aware of the event of Force Majeure and, at Buyer's option, this Order may be completed with such adjustments to delivery schedule as may reasonably be required by the existence of Force Majeure.

## **8. WAIVER, RIGHTS AND REMEDIES**

The rights and remedies of the Parties set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay of either Party to exercise any rights or remedies under this Order shall not operate as a general waiver thereof, nor will any failure or delay prejudice the right of that Party to take any action in the future to enforce any provision. No waiver shall be effective unless expressly set forth in writing and signed by the Parties.

## **9. ASSIGNMENT, NOVATION, NAME CHANGE**

Assignment: This Order is assignable by Buyer to the Government or its designee. Neither this Order nor any interest therein, nor claim thereunder, shall be assigned or transferred by Seller except as expressly authorized in writing by Buyer.

Novation: Seller shall inform Buyer of the transfer of Seller's assets, rights, obligations and/or liabilities, under this Agreement to a separate legal entity and submit written proof of such transfer. Buyer at its sole discretion may recognize the transfer. The novation shall not be effective until all three parties enter into and execute a novation agreement.

Change of Name: Seller shall inform Buyer of a corporate name change and submit documents as proof of such change. Both parties must enter into and execute a name change agreement.

## **10. CONFIDENTIALITY OF INFORMATION**

a. To the extent that the work under this Order requires that Seller be given access to confidential or proprietary business or financial information belonging to the Government, Buyer or other companies, Seller shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties, including its corporate parent, unless specifically authorized by Buyer in writing. The foregoing obligations, however, shall not apply to information which:

i. At the time of receipt by Seller, is in public domain;

- ii. Is published after receipt thereof by Seller or otherwise becomes part of the public domain through no fault of Seller;
  - iii. Seller can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government, Buyer or other companies;
  - iv. Seller can demonstrate was received by it from a third party who did not require Seller to hold it in confidence.
- b. Seller shall obtain the written agreement, in a form satisfactory to Buyer, of each employee permitted access, whereby the employee agrees that he will not use or discuss, divulge or disclose any such information to any person or entity except those persons within Seller's organization directly concerned with the performance of the Order.
- c. Seller agrees, if requested by Buyer, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to Seller under this Order, and to supply a copy of such agreement to Buyer.
- d. Seller agrees that upon request by Buyer it will execute a Buyer-approved agreement with any party whose facilities or information it is given access to or is furnished, restricting use and disclosure of the information obtained from the facilities. Upon request by Buyer, such an agreement shall also be signed by Seller personnel.
- e. This clause shall flow down to all appropriate subcontracts.

## **11. INDEMNITY**

Seller agrees to indemnify Buyer and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, Patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall include acceptance of the goods and payment therefore by the Buyer.

## **12. COMPLIANCE WITH LAWS**

Seller, in the Performance of this Purchase Order shall comply with the provisions of the Fair Labor Standards Act of 1938, as amended and all other applicable Federal, state and local laws, regulations, rules and ordinances, and agrees upon request to furnish Buyer a certificate to such effect in such form as Buyer may from time to time require. Seller shall, without additional Company expense, be responsible for obtaining any necessary license and permits.

## **13. EQUAL EMPLOYMENT OPPORTUNITY**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

## **14. WARRANTIES**

Seller expressly warrants for a term of one (1) year from acceptance, that all articles ordered to specifications will conform thereto, and to the drawings, samples, specifications or other descriptions furnished by or on behalf of Buyer, and will conform to the established standards of quality, safety and performance therefore and that all articles will be merchantable, of good quality and free from defects, whether or not the components thereof were manufactured by Seller. The warranty shall survive any inspection, delivery, acceptance or payment by Buyer for the items ordered hereunder and shall be for the benefit of Buyer or any subsidiary of Buyer, and any successors, assigns, or customers of Buyer, or any subsidiary of Buyer. If articles delivered fail to meet any part of the said warranties herein, Buyer may cancel this Purchase Order as to all items undelivered. Buyer may charge back against Seller the amount paid for

items which fail to meet any of the warranties contained herein and which are not promptly replaced by Seller with items meeting the Buyer's warranties or which are not promptly repaired at Seller's expense so as to comply with the warranties contained herein. All shipping and travel cost incurred in connection with items to be repaired or replaced or faulty work to be corrected shall be borne by Seller. Seller shall be liable for any direct damages and any special, indirect, incidental or consequential damages arising out of or incurred by the Buyer in connection with the breach of any of the warranties contained herein. Failure events, the Seller shall provide an extended warranty from the date of remedy acceptance and for an additional one (1) year period at no additional cost to Buyer.

## **15. INSPECTION AND ACCEPTANCE**

Unless otherwise specified in this Order, Seller shall be responsible for all quality assurance measures necessary to ensure that only items and services conforming to the requirements of this Order are tendered to Buyer for acceptance. This shall include such testing, in process inspection and other verification measures as are customary in the industry to ensure that parts, components, and materials furnished by seller's suppliers and incorporated into end items furnished to Buyer are not counterfeit or of suspect quality.

Notwithstanding Seller's responsibility for all quality assurance measures as described in paragraph (a) above, Buyer has the right to conduct in process inspections, if this Order is for services. Seller shall provide all reasonable facilities and assistance for the safe and convenient performance of such inspections without additional charges.

Buyer reserves the right to inspect and test all items and services that have been tendered for acceptance. Buyer has the right to reject nonconforming items and services with or without disposition instructions from Seller; the right to require their correction, replacement, re- performance; the right to accept nonconforming items or services and reduce the Order amount to reflect the reduced value of the nonconformance(s); or the right to terminate this Order for cause.

## **16. RESOLUTION OF DISPUTES/GOVERNING LAW**

Seller and Buyer agree to make good-faith efforts to settle any dispute or claim that arises under this Agreement through discussion and negotiation. The parties may consider the use of alternative disputes resolution (ADR). In the event mediation or arbitration is mutually agreed upon, costs shall be mutually shared by Seller and Buyer and it is agreed that there shall be no pre-decisional interest costs, and each party shall bear its discretionary costs.

The parties agree that substantive issues presented for mediation, arbitration, dispute, claim, Litigation, or other effort at resolution shall be determined in accordance with Federal law. To the extent there is no Federal law, Kansas state law shall apply.

It is agreed that in the event of a dispute, there shall be no interruption in the performance of the work, and Seller shall proceed diligently with the performance of this Agreement pending final resolution of any dispute arising under this Agreement between the parties hereto or between Seller and its sub-tier subcontractors.

## **17. TAXES**

Seller shall separately state on all invoices any taxes applicable to furnishing the items hereunder which are imposed on Buyer by Federal, State or Local governments. Except as may be otherwise provided in this Purchase Order, the contract price includes all applicable Federal, State and Local taxes in effect on the date hereof. Payment of any applicable taxes are the sole responsibility of the Seller.

## **18. RESPONSIBILITIES**

Except as may be otherwise provided on the face of this Purchase Order, Seller, while in possession of property of Buyer, shall be liable for loss or damage. Seller shall maintain such property in good condition; ordinary wear and tear excepted and dispose of the same only upon the written instructions of the Buyer.

## **19. TOOLING**

All tools, dies, jigs, fixtures and other equipment (herein referred to as "tools") specifically manufactured or procured by or on behalf of Seller for the performance of this Purchase Order, whether to the design of the Seller, Buyer, or a third party, and the cost of which is included in the total order price appearing on the face of this Purchase Order, shall become upon acquisition by Seller the property of Buyer, shall be kept separate from other tools of Seller, shall be clearly identified as the property of Buyer and upon the completion of this Purchase Order, or at the request of Buyer, shall be delivered to Buyer. Seller shall not without Buyer's written consent use such tools in the manufacture of any articles for any party other than Buyer.

## **20. TERMINATION FOR CONVENIENCE**

Buyer may terminate this Order in whole or in part for its convenience. Buyer shall terminate the Order by giving written notice to Seller specifying the effective date of the termination. In the event of a termination, Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. In the event of termination for convenience by Buyer, Seller may be reimbursed for actual, reasonable, substantiated, and allocable costs, plus a reasonable profit for work performed to date of termination. Any termination settlement proposal shall be submitted to Buyer promptly, but no later than ninety (30) days from the effective date of the termination. Any settlement amount paid under this provision is subject to mutual written agreement of the Parties, and in no event shall the amount of any settlement be in excess of the Order value. Buyer may take immediate possession of all goods, complete or incomplete, and all products resulting from services upon written notice of termination to Seller.

## **21. TERMINATION FOR CAUSE**

Buyer may terminate this Order, in whole or in part, if the Seller fails to (i) Deliver the supplies within the time specified in this Order or any extension agreed to in writing by Buyer and Seller; (ii) Make progress, so as to endanger performance of this Order (but see paragraph (b) of this clause); or (iii) Perform any of the other provisions of this Order (but see paragraph (b) of this clause).

The Buyer's right to terminate this Order under subparagraphs (a)(ii) and (iii) of this clause may be exercised if the Seller does not cure such failure within 5 days (or more if authorized in writing by the Buyer) after receipt of the written notice from Buyer's purchasing representative specifying the failure.

In the event of termination for cause, Buyer shall pay Seller the Order price for any amount of supplies or services that have been accepted, and Seller shall be liable to Buyer for any and all rights and remedies provided by law. If it is later determined that Buyer improperly terminated this Order for default, such termination shall be converted to a termination for convenience as set forth in section 19 of this Agreement.

In the event of the institution of any bankruptcy or insolvency proceedings by or against Seller, or proceeding by or against Seller for the appointment of a receiver or trustee or for an assignment for the benefit of creditors, or an assignment by Seller for the benefit of creditors, Buyer shall be entitled to cancel this Purchase Order. Upon such cancellation, Seller shall, as directed by Buyer, return all property delivered by Buyer for the performance of this Order for which payment has not been made to Buyer at the time of cancellation and all articles completed prior to the date of cancellation. The liability of Buyer for and as the result of such cancellation shall be limited to the settlement of Seller's claims arising out of delivery of said articles and property. An accepted order as herein above provided cannot be canceled or modified by Seller except with the written consent of Buyer.

## **22. SETOFF OR COUNTERCLAIM**

All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer for any set-off or counterclaim arising out of this Purchase Order or any other transaction between Buyer and Seller, whether such set-off or counterclaim arose before or after any assignment by Seller.

## **23. TITLE**

Title to the items covered by this Purchase Order shall pass to Buyer or to such financing institution as may have been designated to Seller by Buyer upon delivery thereof to Buyer at the place designated on the face of this Purchase Order.

## **24. INDEPENDENT CONTRACTORS**

Seller shall act solely as an independent contractor in the performance of this Order and nothing herein shall be construed to create, without limitation, a relationship of employment, partnership, agency or joint venture between Buyer and Seller or between Buyer and any of Seller's employees in connection with the work under this Order. Neither Party has the right to bind or obligate the other

## **25. RELEASE OF INFORMATION TO THE PUBLIC**

Seller shall not, without the prior written consent of Buyer, make any release of information in any form, including but not limited to Buyer's name or marks, other than to Seller's employees and subcontractors which is required for the performance of their work under this Order, which identifies or could lead to the identification of Buyer's name or Buyer's product or which uses Buyer's name or Buyer's product in any advertising, marketing materials, publicity or promotional material, or on Seller's website. Furthermore, Seller will not claim or suggest, implicitly or explicitly, that Buyer's use of its services or deliverables constitutes Buyer's endorsement of its services or deliverables.

## **26. SEVERABILITY**

If any provision of this Agreement (or portion thereof) is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties agree the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.

## **27. SURVIVAL**

All provisions of this Agreement which by their nature should apply beyond its term will remain in force after any termination or expiration of this Agreement including, but not limited to, those addressing the following subjects: Prices; Invoices, Discounts, and Payment; Setoff; Warranty; Stop Work Order; Indemnification; Insurance; Confidentiality; Intellectual Property; Relationship Between the Parties/ Independent Contractor; Applicable Law and Forum; Waiver, Rights, and Remedies; Release of Information to the Public; and Survival.

## **28. PRIORITY RATING**

If so identified, this Order is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

## **29. ORDER OF PRECEDENCE**

Unless otherwise specified, for any inconsistency between the Order, these terms and conditions, or the specifications and drawings, the inconsistency shall be resolved by giving precedence in the following order:

- (a) The Order document, including the applicable terms and conditions of purchase referenced therein;
- (b) Product drawings/specification documents;
- (c) Quality assurance specifications and standards;
- (d) Applicable federal, military, industrial or technical society material/process specifications and standards; and
- (e) Equipment manufacturer's operating procedures.

In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this Order, Seller must consult Buyer before proceeding. Buyer's written direction shall then govern.

### **30. FAR AND DFARS CLAUSES/PROVISIONS INCORPORATED BY REFERENCE**

Orders placed by Buyer in support of a prime contract issued by agency of the United States Government may incorporate one or more FAR and DFARS provisions/clauses by reference with the same force and effect as if they were given in full text. For FAR and DFARS provisions incorporated by reference, "Government" means "Buyer", "Contractor" means "Seller," "Contracting Officer" means "Buyer's Purchasing Representative," and "Subcontractor" means "Seller's Subcontractor" (unless expressly set forth otherwise below). The words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227- 2; (2) when title to subcontractor property is to be transferred directly to the Government; and (3) when information, data, and/or reports are to be transferred directly to the Government. Nothing in this Order grants Seller a direct right of action against the Government. All applicable provisions/clauses referenced herein are incorporated by reference and shall have full force and effect as if fully set forth in this Order. Such provisions/clauses are identified on the Buyer website <https://globalgroundsupport.com/terms-and-conditions/> and elsewhere in this Order by their title, effectivity date, and reference where they appear in the FAR and/or DFARS.