



TERMS AND CONDITIONS (January 1, 2023):

- Currency:** U.S. Dollars are governing currency
- Commissioning:** Global will provide commissioning services, for the deicer, after receiving notification that the unit(s) have arrived at the final destination point.
- Entirety:** This proposal represents the entire proposal between the parties and will supersede and replace any other written or oral agreements that may have been made, including, without limitation, any terms and conditions contained in any purchase order or previous proposal. Customer acknowledges and agrees that this Proposal represents an offer by Global to sale goods to Customer and is not an acceptance of any prior offer made by Customer. Any modification of this proposal shall be invalid unless in writing and signed by an authorized representative of Global.
- Overseas Quotations:** This quotation is being offered on the assumption the equipment being quoted will be used in the country requesting the quotation and will not be re-exported. Should the end user and destination be different, please notify Global Ground Support of the user name and location.
- Ex-Works Point:** Olathe, Kansas USA.
- Freight:** Unit price does not include Freight. Actual Freight Charges will be passed straight through to customer.
- Taxes and Fees:** The Customer is responsible for all taxes, levies, duties, fees and other charges whatsoever imposed by any entity outside the United States, unless specifically indicated otherwise in the Order/Contract. For shipments delivered within the United States, the Buyer is responsible to report and pay all sales, use or other taxes to all local, state and federal officials as applicable.
- Payment Terms:** Net 30 days. Subject to credit approval.
Acceptable Payment methods are: Wire Transfer; EFT; ACH; Check
Credit Card Payments NOT ACCEPTABLE over \$25,000 USD.
LATE PAYMENT CHARGES: In the event Buyer shall fail to pay when due any amount required to be paid by Buyer to Seller hereunder, Buyer shall pay Seller interest on such delinquent payment at the maximum lawful interest rate allowed in Kansas, but in no event exceeding eighteen percent (18%) per annum from the date on which said payment was due until paid together with all expenses of collection and reasonable attorney's fees. Payment delays due to lender financing arrangements will also be subject to this fee.
- Cancellation:** All requests for cancellation or changes to a Purchase Order with Global Ground Support, LLC, must be submitted formally in writing by the Customer. In the event that Customer cancels or changes a Purchase Order, Customer agrees to pay a restocking fee of not less than 35% for Standard Products and 100% for Custom Products of the dollar value noted on the Purchase Order line item(s) cancelled.

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Deposit and Forfeit of Contracted Equipment Due to Non-Receipt of Final Payment:

The Parties ("Customer" and "Global" collectively) agree that the Customer shall provide a nonrefundable deposit payment to Global upon receipt of the Contract and/or Purchase Order. Thereafter, Global will complete and prepare the equipment for shipment and immediately contact the Customer for the final payment, as well as pick-up arrangements. However, in the event the Customer fails to submit the final payment as stipulated in the Contract and/or Purchase Order, Global will formally notify you promptly that the final payment has not been received and allow a ninety (90) day remedy to cure. If after the ninety (90) days, Customer shall be in breach of Contract. We will thereafter consider this matter closed and your Contracted equipment shall remain the property of Global. Whereas, Global shall have the right to re-sell the equipment.

Storage Fees:

New manufactured equipment must be shipped to destination within 14 days of completion or daily storage fees of \$100.00 USD will be applied, per day/per piece.

Risk of Loss:

Ownership and Risk of Loss of all equipment merchandise and goods included in the Global invoices shall be controlled by applicable Incoterms. Incoterms may be viewed and downloaded from <http://www.iccwbo.org/incoterms>.

Global will not be responsible for any delay in performance occasioned by causes beyond its reasonable control and not occasioned by its intentional acts, fault or negligence, and including acts of God or public enemies, industrial or civil disturbances, orders of any governmental or military entity having authority to act, or failure of suppliers for one of the foregoing reasons to provide parts and component to Global in a timely manner.

Shipment Delivery:

Ex-Works: 150-180 Days After Receipt of Order. Subject to chassis availability, production process openings and prior orders received.

Performance Deliveries:

Seller shall not be liable for delays in performance, manufacturing, or delivery resulting from causes beyond its reasonable control, including, but not limited to: acts of Customer, Force Majeure, acts of civil or military authority, acts of terrorism, fires, delays in transportation, shortages, delays with other parties, obtaining necessary labor or other difficulties beyond Seller's control. In the event of any such delay, the date of performance and/or delivery shall be extended for the period of time the Parties agree to.

Delivery:

Global deicers are not designed for operation on public roads and it should not be permitted. The deicers must be trailer transported to the customer's location.

Security Interest:

Global retains, and Buyer hereby grants to Global, a security interest in all equipment, merchandise and goods included in Sellers invoice until such items are fully paid for. In the event of any default by Buyer in the prompt payment when due, of the purchase price of any and all equipment, merchandise and goods covered by Global's invoice, Global may at once and without process of law take possession of any and all equipment, merchandise and goods. Buyer will execute such separate security agreements, financing statements and other documents as Seller may request in order to create, perfect and maintain said security interest.

Spare Parts:

Global can offer a recommended spares list tailored to our customer needs, this is intended to reduce incidental downtime. The recommended spares package will be priced separately upon request

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- Decals/Placards:** Decals/Placards shall be in English unless otherwise requested. Additional cost shall apply. Bilingual placards will be provided for an additional cost. The Sales Representative or Customer is responsible to provide all translation to Global at no cost.
- Training at Factory:** Global conducts Factory Training Classes prior to the start of each season. Consult the factory to schedule attendance and for price schedule.
- Validity:** This proposal is only valid for 30 Days and subject to change at any time or subject to unilateral extension by Global.
- Limited Warranty:** Subject to the Exclusive Remedy section below, the limited warranty for new units is for manufacturing defects of which Global is notified in writing within one (1) year or 500 engine hours, whichever occurs first. There are no other warranties, express or implied, which extend beyond the description on the face of this proposal. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THIS PROPOSAL EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Extended warranty other than the standard 1 year, the following shall apply:
- *Customer shall purchase all the Preventative Maintenance “(PM)” parts from the OEM – Global Ground Support, LLC, specific parts are listed within the equipment manual.*
 - *In the event the Customer fails to purchase the noted parts from the OEM, Customer will therefore void the terms of the extended warranty.*
- Exclusive Remedy:** The parties agree that Customer’s **exclusive remedy** shall be the actual cost of repairing or replacing defective goods or parts. In no event shall Global be liable for any other losses or damages, including, without limitation, any indirect, incidental, consequential or special damages (including, without limitation, loss of profits, loss of revenue, cost of capital, lost business opportunities, cost of substitute equipment, downtime, claims of third parties, and injury to person or property) based on any claim sounding in warranty, contract, tort, statute, or otherwise. This exclusive remedy provision and the limited warranty provision above allocate risks between Global and Customer, and that allocation is recognized by both parties and is reflected in the price of the goods which are the subject of this Proposal.
- Notwithstanding anything to the contrary herein, and without limiting the preceding paragraph, the parties agree that Global shall have no liability for any willful misconduct or gross negligence, personal injury, and/or property damage due, in whole or in part, to improperly maintained or unattended equipment; operation by inadequately trained or untrained personnel; users not following safety warnings, instructions or requirements; alteration/repair/replacement of components not expressly authorized by Global in writing; use of equipment beyond its intended purpose; or, the design, manufacture, maintenance, or operation of equipment not originally manufactured by Global. This exclusive remedy does not include consumable items, oils, brake pads, hood latches and batteries.
- Severability:** If any provision of this Proposal is ruled unlawful for any reason, all other provisions which are not dependent on the enforcement of the unlawful provision shall remain valid and binding.
- Governing Law:** The Governing Law shall be the State of Kansas, United States of America, and shall, for all purposes, be governed by and construed under the laws thereof. No choice of law rule of any other jurisdiction, which would cause any

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such matter to be referred to the law of any jurisdiction other than the law of Kansas, shall be given any force or effect.

Arbitration:

The Parties agree to binding arbitration for any dispute arising out of an Order/Contract or any claim arising under any federal, state or local statutes, laws or regulations, under the applicable commercial rules of the American Arbitration Association and 9 U.S.C. § 1, et. seq. Any arbitration will be held in the Kansas City, Missouri metropolitan area and be subject to the applicable Governing Law provision noted herein. The outcome of binding arbitration is binding on each party's successors and assignees.