



TERMS AND CONDITIONS:

- 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. This commission service includes up to 16 hours maintenance and operation training.
- 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 sell 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.
- Destination Control Statement (DCS):** These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from Global Ground Support, LLC and the U.S. government or as otherwise authorized by U.S. law and regulations.
- FOB-Origin:** Freight Pre-Paid and Add.
- 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:** **30% Non-Refundable Deposit. Balance due before shipment from factory. 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.
- Tariff Standards:** In the event that any new or increased tariffs, duties, or similar government-imposed trade restrictions result in an aggregate additional material cost

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exceeding Five Thousand Dollars (\$5,000) during the production of the vehicle(s), Global shall have the right to unilaterally adjust the Contract Price to reflect the actual additional cost incurred by Global. Global shall provide written notice to Buyer detailing the tariff changes and the corresponding price adjustment. Buyer must acknowledge within Ten (10) calendar days of notification. Buyer shall remain obligated to pay the adjusted Contract Price, and failure to do so shall constitute a material breach of this Agreement.

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.

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: **Approximately:** 180 Days After Receipt of Order. *Subject to chassis and material 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.

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- 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
- 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 two (2) years (excludes chassis – *see chassis registration*). 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.
- Two-Year warranty, 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.*
- Chassis Registration, the following shall apply:
- *The Buyer must register the chassis warranty by contacting the chassis manufacturer within thirty (30) days of final delivery of the vehicle(s).*
 - *Failure to complete the registration within this period may render the chassis warranty null and void. It is the sole responsibility of the Buyer to ensure timely registration in accordance with the manufacturer's instructions.*
- 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.

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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 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.

End-Use Certificate

"The undersigned hereby certifies that product(s) purchased from Global Ground Support, LLC will not be exported, sold, or transferred in violation of: (1) The U.S. Export Administration Regulations (EAR); (2) the U.S. International Traffic in Arms Regulations (ITAR); and (3) applicable U.S. sanctions and embargoes administered by the United States Department of Treasury.

The product(s) subject to this certification are as follows:

XXXXXX

We further warrant and agree to abide by all applicable laws and regulations relating to the use, transfer, export, re-export or re-sale of such commodities, unless such use, transfer, re-export or re-sales is specifically authorized by a government agency with export authority over the items purchased or ordered by us. We will not knowingly sell products to any denied party, and we will not knowingly export or re-export directly or indirectly to embargoed countries.

We certify that all of the facts contained in this statement are true and correct to the best of my knowledge and I do not know any additional facts that are inconsistent with the above statements."

Signature

Title

Date

