

RHINESTAHL CORPORATION
Internet Terms and Conditions
Updated 12/2020

1. **Definitions:** As used in these Terms and Conditions, “Order” shall mean the customer’s purchase order for goods or services delivered to Seller. “Product” shall mean the goods covered by the Order. “Service” shall mean the services covered by the Order. “Seller” shall mean Rhinestahl Corporation, Rhinestahl CTS, Rhinestahl AMG , and all Rhinestahl international locations, collectively referred to as Rhinestahl with locations at 1111 Western Row Road, Mason, Ohio USA 45040, 7687 Innovation Way, Mason, Ohio USA 45040, 1 Seletar Aerospace Heights, #02-02 Singapore 797547, 6 Avenue Charles de Gaulle, 78150 Le Chesnay, France, iHUB, Infinity Park Way, Infinity Park, Derby, DE24 9FU and others. “Proposal” shall mean the proposal or quotation for any Product or Services provided by Seller to the requesting party. “Purchaser” shall mean the party or that issued the Order pricing from Seller, “Acknowledgement” shall mean a confirmation that Seller has received an Order and is in no way a confirmation that the Order is accepted by Seller. “Acceptance” shall mean Seller’s agreement to furnish the Product and/or Service specified in the Order, on the terms and conditions set forth herein.
2. **Interpretation:** Except as otherwise agreed in writing between Seller and Purchaser, these Terms and Conditions, together with any other terms and conditions provided by the Seller that may be necessary depending upon the type of Product or Service, shall be the exclusive terms and conditions applicable to the sale and purchase of any Product or Service. Seller specifically objects to any different or additional terms, whether or not, material, contained in the Order, or in any other business forms of Purchaser and no such terms and conditions shall become part of the contract.
3. **Acceptance:** The Order is subject to acceptance only on the terms and conditions contained herein or in the Proposal. Unless otherwise specified in the Proposal, Seller may accept the Order by shipment of any ordered Product, delivery of the ordered Service or by written acceptance of the Order. Any Acknowledgement issued by Seller shall constitute only an acknowledgement of receipt of the Order and shall not constitute an Acceptance.
4. **Changes and Cancellations:** Purchaser may request changes in the quantity, character, specifications, delivery and other terms of the Order, and may cancel the Order, by a written change order issued to Seller. Any requested changes are subject to acceptance in writing by Seller. If Seller accepts the requested changes, or if Purchaser cancels the Order, Seller will be entitled to change and cancellation fees equal to thirty percent (30%) of the total amount due for each change or cancellation. If Seller has incurred costs equaling more than thirty percent (30%), Seller reserves the right to charge Purchaser all costs incurred as of the date of Purchaser’s change or cancellation.

Seller may adjust the price and/or lead times for any affected Products in the event of any OEM design or part number changes, occurring after the date of the Proposal, or any delays caused by Purchaser or by events that are beyond Seller's control.

5. Inspection: Seller shall perform on the Product, all regular tests and inspections without additional charge to Purchaser. Upon reasonable prior notice and subject to Seller's security policies, Purchaser and its representatives may enter Seller's premises where final inspections are conducted on the Products for the purpose of witnessing such work; verifying quality assurance systems, procedures and records and inspecting the Product. Seller will provide a certificate of conformance for Product, upon request of Purchaser. Said certificate of conformance will state that all aspects of Product are in accordance with the Order and applicable specifications. Seller will provide a certificate of completion for Services, upon request of the Purchaser. Said certificate of completion will state that the Services have been completed in accordance with the Order and general industry standards for performance.
6. Delivery: Seller shall deliver Products and/or Services in accordance with any mutually agreed upon schedule set forth in the Proposal and agreed in the Order. Partial and early deliveries shall be permitted as agreed to by Purchaser and Seller. Purchaser recognizes that circumstances beyond Seller's control, such as design related issues, could cause delay in delivery. In the event of a design related issue that could impact Seller's ability to deliver Product in accordance with the Proposal, Purchaser or the OEM design authority will be contacted for disposition. Final disposition will remain within the design authority for any deviations to OEM requirements.

Unless otherwise specified in the Proposal, delivery terms for Products shall be EX WORKS "EXW" (Inco terms 2020) from any of Seller's facilities or the point of manufacture or other facility at the Seller's sole discretion.

Title and risk of loss or damage shall pass to the Purchaser when the Products are made available to Purchaser at Seller's facility, even though Seller may have selected the carrier or assisted with loading the Products.

Upon Purchaser's notification by Seller of Product being available for pickup, Purchaser will have fourteen (14) days to arrange for freight pickup. In the event Purchaser does not pick up Product within the fourteen (14) days, Seller reserves the right to arrange for shipment on Purchaser's behalf and charge Purchaser's invoice for the freight amount.

All taxes, duties and similar charges are the sole responsibility of Purchaser. This includes: United States state sales taxes for California, Illinois, Ohio and all other applicable jurisdictions; Goods and Services Taxes (GST), including Singapore GST for shipments to Singapore, EU GST for shipments to EU countries, UAE GST for shipments to the UAE and all other applicable GST for shipments directed to all other

countries; all Import Customs Duties and all other import fees associated with delivery of product.

Seller shall be the exporter of record unless otherwise specifically agreed to in writing by the Parties and specified on the Order. Seller shall be responsible for obtaining export licenses, exchange permits and any other required export government authorizations (unless otherwise agreed to by Seller in writing). Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not reviewed, and Purchaser shall not be relieved of its obligations to pay Seller for the supply and other charges which are the obligation of Purchaser.

7. **Packaging:** The Product shall be packaged and labeled in accordance with standard commercial practices or as mutually agreed in writing between Seller and Purchaser. Packing for shipping equipment, including but not limited to engine stands, containers and other large freight items must be requested at the time of Order and are subject to additional packaging charges.
8. **Invoicing and Payment:** Unless otherwise stated in the Proposal, Seller's charges are due and payable in full within the time frame specified in the Proposal. If no time frame is specified in the Proposal, payment is due within thirty (30) days after the shipment date. These payment terms are conditional and subject to change. Seller reserves the right to change the payment terms to Cash in Advance if Purchaser's payment performance is not satisfactory to Seller. All payments shall be made without off-set or deduction of any kind and shall be made in U.S. Dollars (USD). If required by Seller, payment shall be made in immediately available funds.

Payments by Check – please send to: Rhinestahl Corporation

Attention: Accounts Receivable

1111 Western Row Road

Mason, OH 45040

Domestic ACH (within the United States):

PNC Bank Routing # 021052053

Account #: 89547975

International Wire: For incoming US Dollar Wires, a routing number is not necessary, unless the sending party is utilizing a US Correspondent Bank of their own.

Beneficiary Bank (Swift Field 57) PNC Bank

SWIFT CODE: PNCCUS33

Beneficiary (Swift Field 59) Rhinestahl Corporation

Account #: 4130173629

Advance Payment information and inquiries may be sent to ar@rhinestahl.com.

If Purchaser fails to make any payment when due, regardless of whether or not Purchaser received an invoice from Seller, Purchaser will also pay Seller, without prejudice to any other rights and remedies available to Seller, interest on the amount due at the rate of 1% per month, but in no event greater than the highest rate then permitted under applicable law.

9. Pricing and Validity: Unless otherwise stated in the Proposal, the selling price of Product or Services quoted to Purchaser shall be expressed and payable in US dollars and will be open for acceptance for ninety (90) calendar days.
10. Warranty: Seller warrants that Products manufactured by Seller will, at the time of delivery, be free from defects in material and workmanship. If Purchaser notifies Seller in writing within fourteen (14) months from the date of shipment that the Product does not meet such warranty, (i) Purchaser shall deliver such Product Delivered Duty Paid (DDP Incoterms 2020) to the Seller's facility as directed by Seller and (ii) Seller shall, at its option, upon satisfactory demonstration by Purchaser that the Product was defective at the time of delivery, correct any such defect, either by repairing the defective Product, making available a repaired or replacement Product, EX WORKS (Incoterms 2020) Seller's applicable facility, as applicable, or refunding the purchase price of such Product. In the event Seller elects to repair or replace a Product, the unexpired portion of the warranty for the original Product shall be applicable to the repaired or replaced Product.

With respect to Products not manufactured by Seller, to the extent it has the right to do so, Seller shall make available to Purchaser the benefit of any warranty provided by Seller's vendor. Seller shall have no liability under any warranty of the vendor. Seller makes no warranty, express or implied, with respect to Products not manufactured by Seller.

SELLER'S WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, STATUTORY, ORAL, OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT CLAIMES; OR ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE).

11. Repair/Calibration Service: Product may be returned for repair or calibration service only after obtaining authorization and a Calibration, Modification or Repair (CMR) number from Seller. Product must be shipped with complete identification and shipped freight prepaid with CMR number clearly marked on the packaging to the address provided by Seller.

Seller warrants that its Services will be performed in a good and workmanlike manner and in accordance with all applicable laws and regulations. The warranty period for repairs and calibrations performed by Seller is forty-five (45) days from date of invoice.

12. Indemnity: Purchaser shall indemnify, defend and hold harmless Seller, its employees, agents and contractors from and against all third-party claims, liabilities, damages, losses and expenses (including reasonable attorney's fees) ("Claims") for personal injury (including death) or property damage directly caused by the negligence or willful misconduct of Purchaser, its employees, agents or contractors.

Seller shall indemnify, defend and hold harmless Purchaser, its employees, agents, and contractors from and against all third-party Claims for personal injury (including death) or property damage arises directly caused by the negligence or willful misconduct of Seller, its employees, agents or contractors.

13. Limits of Liability: The total liability of Seller for any and all claims, whether in contract, warranty, tort (including negligence, product liability, patent infringement, or otherwise, arising out of, connected with, or resulting from the manufacture, sale, delivery, repair, replacement or use of any Product, the provision of any Service or the performance or non-performance of any obligation to Purchaser, shall not exceed the price of the Product or the amount charged for the Service which gives rise to the claim.

Seller shall not be liable to Purchaser, its customers, employees or agents, under any claim or circumstances (including without limitation any circumstance involving a finding that a warranty or remedy has failed of its essential purpose), whether the claim sounds in contract, tort or other legal theory, for any lost profits or revenue, lost sales, lost goodwill or loss of use of any product, or for any consequential damages, incidental damages, special damages, or other indirect damages of any kind.

14. Confidentiality: Except as required by applicable law or legal process, each party shall maintain the confidentiality of all Confidential Information of the other party and shall not (i) disclose any such Confidential Information to any third parties or (ii) use such Confidential Information for any purpose other than the performance of this contract.

“Confidential Information” means nonpublic information of Purchaser or Seller disclosed to or obtained by the other party in connection with this contract and which relates to business or commercial activities, including financial information; methods of operation, processing, and training; fee policies and fee lists; supplier lists; marketing and selling information; and know-how, trade secrets, technical information, and product specifications. Notwithstanding the foregoing, upon Acceptance of an Order, Seller may publicly announce that Purchaser and Seller have entered into a business agreement for the supply and support of goods similar to the Products. Any information you provide or that is collected by Seller shall be handled in accordance with Seller’s Privacy Policy, which is hereby incorporated by reference as if fully re-written herein.

15. Intellectual Property Rights: Seller is licensed by various OEM companies such as General Electric Aviation (“GE”), Unison Industries (“Unison”), CFM International (“CFM”), Rolls-Royce and others. As such, Seller has been designated by GE as its OEM Authorized Tooling Provider, by Unison as Unison’s Exclusive Provider of Ignition Tooling, by CFM as a Licensed Supplier for LEAP Tooling and by Rolls-Royce as a Preferred Supplier. Seller has an obligation to maintain in confidence the intellectual property rights of such OEM’s. All patents and patent rights, copyrights, trade secret rights, and other intellectual property rights of any kind related to the Products and Services will belong exclusively to Seller or the applicable OEM. No such intellectual property rights are transferred to Purchaser. Purchaser will not directly or indirectly reverse engineer any Product or any device or technology included in any Product, or otherwise attempt to derive or obtain information about the functioning, manufacture or operation of any of the Products.
16. Applicable Law and Forum: This contract, the construction of this contract, all rights and obligations between Seller and Purchaser, and any claims arising out of or relating to the subject matter of this contract, will be governed by the laws of the State of Ohio USA, without regard to its conflict of laws principles. The rights and obligations of the parties to this contract will not be governed by the provisions of the 1980 UN Convention on Contracts for the International Sale of Goods; rather these rights and obligations will be governed by the laws of the State of Ohio. Any litigation or other legal proceeding of any kind between Seller and Purchaser shall be brought exclusively in an appropriate court of competent jurisdiction (state or federal) located in Hamilton County, Ohio, and must be brought within two years after the date on which the claim accrued. Any action brought in such courts shall not be transferred or removed to any other court. Seller and Purchaser consent to the exercise of jurisdiction over them by the above-named courts as their freely negotiated choice of forum for all actions subject to this forum selection clause.