Repair Station Terms

Terms, Prices, Taxes,

Prices quoted are based on Seller's (Korry) knowledge of Buyer's (Customer) requirements at the time the offer is made. <u>Seller's offer is based solely upon performance in accordance with Korry's Terms and</u> <u>Conditions of Sale, QMS Rev. 05/09/2019. Acceptance by you of this quote is expressly conditioned on</u> <u>your assent to the terms and conditions contained herein.</u> Seller's offer is firm for thirty (30) days from the date of the offer. Seller may escalate or otherwise adjust prices for future deliveries at its discretion. Both quote and lead time will be void after 30 days. Unless otherwise stated, Seller's quotation is exclusive of any applicable taxes. The amount of any present or future sales, use, excise, import duty, or other tax applicable to the Services will be added to the invoice and must be paid by Buyer unless Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authority.</u>

Unless specific pricing agreements such as a Long Term Agreement (LTA), Memorandum of Understanding (MOU), or Memorandum of Agreement (MOA) exist, Seller will charge the Standard Repair Charge for the labor hours and materials used for a part submitted to Seller for repair except for the following circumstances:

<u>Test-Only, No Fault Found (NFF) and Unverified Failure.</u> In the event a unit 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 unit ("Unverified Failure"), Buyer will be charged for Seller's time spent on testing, evaluation and recertification and other applicable charges.

<u>Evaluation Charge</u>. If Buyer submits a unit to Seller for repair and declines to have the unit repaired after Seller has tested or otherwise evaluated the unit, Buyer will be charged for Seller's time spent on testing, evaluation and other applicable charges.

<u>Modification.</u> All requested or mandatory modifications and all implementation of Service Bulletins are quoted separately.

Buyer will pay for all packaging, handling, transportation, insurance and other costs associated with shipment of the unit to Seller for Services. For warranty repairs, Seller will pay the cost of Seller's standard packaging, handling, and transportation for shipment of the unit back to the Buyer. For non-warranty repairs and all other services, Buyer will pay for all packaging, handling, transportation and other costs associated with Seller's shipment of the unit back to Buyer. Costs for shipping requirements from Buyer deviating from Seller's standard practice will be paid by Buyer.

Return of Buyer's Property Policy-

If Buyer does not respond to quote within 90 days, units will be scrapped or returned to Buyer as-is, and all evaluation charges will be billed to Buyer's account.