



# STANDARD TERMS & AGREEMENT

Revision 23 January 2024

## AGREEMENT

These Standard Terms govern the terms on which DAI agrees to the Sale, Purchase, Exchange or Loan of Parts to/ from the Customer and/or Vendor and the Repair of Off Units and Parts for the Customer. Customer and/or Vendor agrees to be exclusively bound by these Standard Terms and Conditions (the “**Standard Terms**”). These Standard Terms prevail over any standard terms and conditions referenced by Customer and/or Vendor in its purchase order and/or quote. For the avoidance of doubt, acceptance by DAI of the Customer’s Order and/or Vendor’s Quote shall not constitute acceptance by DAI of any standard terms and conditions of the Customer and/or Vendor. If a conflict arises between any of the terms in the following documents the order of precedence shall be (i) any written agreement signed by both parties, including but not limited to a general terms agreement, as amended from time to time; (ii) any written terms on the face of the Exchange Order or Loan Order; (iii) these Standard Terms.

### 1. DEFINITIONS

- 1.1 In these Standard Terms the following expressions (except where the context requires otherwise) have the following meanings: “**DAI**” means Davenport Aviation, Inc.; “**DAI Facility**” means The Headquarters, 2300 Marilyn Lane, Columbus, Ohio 43219 USA unless expressly agreed otherwise; “**BER**” means that the cost of repair of the Off Unit is equal or exceeds the Outright Price; “**Customer**” means the purchaser of Parts or Repairs pursuant to a valid Order or the party submitting an Exchange Order or Loan Order to DAI from time to time; “**Vendor**” means the seller of Parts or Repairs pursuant to a valid Order or the party accepting an Exchange Order or Loan Order from DAI from time to time; “**Credit Agreement**” means the agreement setting out the credit terms between DAI and the Customer or Vendor for the Order(s); “**Dual Use**” means the aircraft part can be installed on civil aircraft and also used for military purposes, as defined from time to time by US regulatory authorities; “**Exchange**” means DAI provides the Customer with an Exchange Unit in exchange for an Off Unit from the Customer; “**Exchange Fee**” means the fee for the Exchange as specified in the Exchange Order from DAI to Customer; “**Exchange Inclusive**” means an Exchange in which the Customer initially pays the Exchange Fee including the estimated cost of the standard overhaul and repair of the Off Unit; “**Exchange Plus Cost**” means an Exchange in which the Customer initially pays the Exchange Fee and subsequently pays the cost of the repair and overhaul of the Off Unit in accordance with the provisions of Clause 3.5; “**Exchange Unit**” means a Serviceable part that is supplied to the Customer by DAI in exchange for an Off Unit from the Customer; “**Late Fees**” means the fees payable in accordance with the provisions of Clause 3.6; “**Loan**” means the loan of a Part from DAI to the Customer on the terms specified in a loan Order and these Standard Terms; “**Loan Fee**” means the fee for the Loan as specified in the Loan Order; “**Loan Term**” means the period of a loan described in the relevant Loan Order; “**Loan Unit**” means the part of the aircraft which is supplied by DAI to the Customer on Loan; “**Off Unit**” means a part removed from an aircraft in need of repair and/or overhaul which has been or is to be replaced by the Exchange Unit; “**Off Unit Return Time**” means the time to return the Off Unit as specified in the Exchange Order; “**Outright Price**” means the agreed price of an Exchange Unit or Loan Unit if deemed BER or sold to DAI as an Outright Sale; “**Outright Sale**” means the outright sale of an Exchange Unit or Loan Unit by DAI to the Customer at the price specified in the corresponding quote, Exchange Agreement or Loan Agreement; “**Order**” means (i) any order submitted by the Customer for a Sale and/ or Repair or (ii) a loan or exchange order, in DAI’s standard format, submitted by the Customer to DAI; “**Parts**” means any aircraft component parts specified in an Order; “**Repair**” means any repair, overhaul, inspection, modification and/ or testing arranged by DAI on behalf of the Customer and “**Repaired**” shall be understood accordingly; “**Sale**” means the outright sale of a Part by DAI to the Customer and “**Sold**” shall be understood accordingly; “**Serviceable**” means a part that meets all OEM and aviation authority specified standards for airworthiness, including in relation to its storage, and has no known defects, which would render it unfit for service; “**Units**” means, together, Exchange Units and Off Units; “**Unserviceable**” means not Serviceable.

### 2. GENERAL

- 2.1 All Parts supplied by DAI shall be released in accordance with EASA and/or FAA regulations.
- 2.2 Unless the Part is defective and agreed by DAI, Customer may not return to DAI without signed Return Material Authorization (RMA) from DAI.
- 2.3 Unless prior advised or agreed in writing, in respect of Parts which are the subject of a Sale, where such Part is (i) in Serviceable condition (inspected, tested, repaired or modified), it will be supplied to the Customer with a total of 6 months’ warranty and (ii) in overhauled condition, it will be supplied to the Customer with 1 year warranty from date of shipment.
- 2.4 Unless prior advised or agreed in writing, in respect to Parts which are subject of a Repair order whereas such parts are returned (i) in Serviceable Condition, it will be returned to the Customer with a total of 6 months’ warranty and (ii) in overhauled condition, it will be supplied to the customer with 1 year warranty from tag date on the specific work performed.
- 2.5 DAI reserves the right to charge the Exchange Fees if the Exchange Unit is returned unused plus a 12% restocking fee
- 2.6 In cases of Exchange Units or Loan Units requiring repair, DAI shall charge the Customer the cost of repair plus a handling fee equal to 10% of the repair cost. DAI reserves the right to charge any additional workshop costs



- of repair, applicable freight to and from the workshop including, but not limited to, parts, material and labor, to the Customer in addition to the quoted Exchange or Loan Plus Cost.
- 2.7 For Exchange Units that are returned after the specified Off Unit Return Time, Late Fees shall be payable as specified in the Exchange Order.
- 2.8 In the event that the Customer requires an Inertial Reference Unit (IRU) or an Air Data Inertial Reference Unit ("ADIRU") for fitment to an aircraft where such fitment shall take place outside of the United States (UNITED STATES), or if the Customer requesting the IRU or ADIRU is going to be using that part outside of the UNITED STATES, the Customer shall complete an end user statement to confirm that such parts will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, or for any other military purpose ("**End User Statement**"). DAI will not ship any IRUs or ADIRUs until an electronic copy of the End User Statement has been completed and signed by the Customer and received by DAI. The Customer shall ensure an original copy of the End User Statement is sent to DAI within two (2) weeks of the date of shipment. Should DAI not receive an original copy of the End User Statement within two (2) weeks of shipment, DAI shall charge the Customer a non-conformance fee of 1.5% per day of the Factory New (FN) price until the statement has been received.
- 2.9 If an Off Unit is found to be BER, the Exchange Fee shall remain payable plus any late fees, DAI shall raise an invoice for the Outright Price, together with all workshop inspection charges plus a handling fee of 10% of the repair cost and transport costs.
- 2.10 If the Off Unit is returned to DAI with release documentation that is not in compliance with Clause 7.3 of these Standard Terms or otherwise not of the standard and level of completeness of that of the Exchange Unit supplied, DAI reserves the right to keep the Exchange transaction open and charge Late Fees together with any other re-certification/overhaul charges which remain chargeable plus a handling fee of 10% of the repair cost or convert the Exchange transaction to an Outright Sale.
- 2.11 DAI reserves the right to charge the Loan Fee even if the Loan Unit is returned unused, plus a 12% restocking fee of Fair Market Value
- 2.12 DAI reserves the right to charge any additional workshop cost of repair including, but not limited to, parts, material and labor with a handling fee of 10% of the repair cost, to the Customer in addition to the quoted Loan Fee.
- 2.13 For Loan Units that are returned after the specified Loan Term, Loan Fees shall continue to be payable as specified in the Loan Order until the Loan is converted to an Outright Sale.
- 2.14 The Vendor shall:
- (i) implement a quality management system;
  - (ii) notify DAI of nonconforming processes, products, or services and obtain approval for disposition;
  - (iii) prevent the use of suspected unapproved, unapproved, and counterfeit parts;
  - (iv) flow down to its external providers applicable requirements including customer requirements;
  - (v) provide a certificate of conformity, test reports, or authorized release certificate, as applicable;
  - (vi) retain documented information for a minimum of 7 years and discard/archive after that date;
  - (vii) give the right of access to DAI and its customers and regulatory authorities to the applicable documented information, at any level of the supply chain;
  - (viii) ensure its employees are aware of:
    - a. their contribution to product or service conformity;
    - b. their contribution to product safety;
    - c. the importance of ethical behavior;
- 2.15 (ix) provide order acknowledgement and respond to any DAI inquiries post-delivery  
Vendor Performance shall be evaluated through Vendor's ability to deliver products and services by:  
(i) its promised delivery date (On Time Delivery)
- 2.17 (ii) its quality of service/parts provided (Vendor Returns)  
DAI Requirements for the products and services purchased from Vendors are as applicable but not limited to:  
(i) Manufacturer's Certificate of Conformance and/or  
(ii) FAA 8130, EASA, CAA, SEGVVOO, TCCA, authorized release certificate as applicable  
(iii) Test reports  
(iv) Non Incident Statements  
(v) Work Order  
(vi) Trace  
(vii) Specifications  
(viii) MSDS
3. **VALIDITY OF PRICE QUOTE**  
The price quoted by DAI for each Sale, Exchange or Loan is subject to prior sales and for Repair is based on the price of materials, labor and other prime costs of DAI, including the rate of exchange if applicable, and shall remain valid for acceptance by Customer for 7 days from date of quotation. If Customer has not accepted the quoted price within 7 days, DAI reserves the right to revise the price quoted. All prices quoted shall be exclusive of any VAT payable.



#### 4. PAYMENT TERMS

- 4.1 Customer shall pay all invoices within 30 days of the date of the invoice unless prior advised or agreed at point of order. The Customer and DAI confirm that the settlement of any invoices may, at DAI's sole discretion, be made via the IATA Clearing House.
- 4.2 If Customer wishes to dispute any invoiced amount, Customer shall notify DAI within 14 days of the date of invoice. If Customer does not notify DAI of a dispute within such time period, the invoice shall be deemed accepted. If Customer does notify DAI of a dispute in the timeframe required, Customer shall pay that part of the invoice not in dispute when due. In the event that representatives from the Customer and DAI cannot resolve any invoice dispute within seven days, the parties shall follow the dispute resolution procedure in Clause 15 below.
- 4.3 If Customer fails to make any payment due to DAI under these Standard Terms by the due date for payment, then Customer shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount and any applicable fixed sums in accordance with the relevant law.
- 4.4 DAI reserves the right to require the Customer to pay to DAI a deposit before the Exchange or Loan Unit is shipped to the Customer to cover the non-return of the Off Unit and its repair, such deposit to be specified in the applicable Exchange or Loan Order. Customer hereby grants to DAI by way of security a legal repairer's lien in respect of all property owned by Customer in the possession of DAI or any of DAI's affiliates or subcontractors, at any time (including Customer's beneficial rights in any property leased by Customer) ("Customer's Property"), to secure all amounts owed by Customer to DAI under or pursuant to any other agreement between Customer and DAI.
- 4.5 Customer acknowledges that DAI has the legal right to assert such repairer's lien (or any other statutory or common law liens applicable in law (foreign or domestic)) against the Customer's Property in its possession, following performance of services for which payment has not been received by DAI. If Customer fails to tender payment owing under any agreement with DAI (or any of its affiliates), DAI shall have the right to retain Customer's Property until such time as payment has been made. By accepting these Standard Terms, Customer acknowledges that it has granted a power of sale to DAI in respect of Customer's Property in DAI's possession which may be exercised by DAI in the event that any amount owed to DAI (or any affiliate of DAI) remains payable sixty days are the date of the original invoice in respect of the services delivered.

#### 5. PLACE OF DELIVERY

All Parts shall be delivered Ex Works (Incoterms 2010) the DAI Facility and the Customer shall be ready to collect them when notified by DAI. The Customer shall reimburse any additional expense incurred by DAI due to the Customer not being ready or able to collect Parts when requested to do so.

#### 6. DELIVERY DATE

- 6.1 DAI will use reasonable endeavors to meet any delivery date requested by the Customer on an Order. DAI will provide an estimated delivery date, on request by the Customer. DAI shall not be liable in any way in respect of late delivery howsoever caused nor shall failure to deliver in accordance with an estimated delivery date be deemed to be a breach of contract.
- 6.2 Unless stated otherwise in an Exchange or Loan Order, each Off Unit shall be delivered DDP (Incoterms 2010) DAI's facility.
- 6.3 If an Off Unit is not received by DAI within fourteen (14) days of the date that DAI dispatches the Exchange Unit to the Customer, or the return of an Off Unit is not in compliance with Clauses 7.3 and 7.4 of these Standard Terms, DAI may at its option either (a) convert the Exchange Order to an Outright Sale; or (b) charge the Customer an additional Exchange Fee for each fourteen (14) day period or part thereof until the Off Unit is received by DAI in compliance with Clauses 7.3 and 7.4.
- 6.4 Unless agreed otherwise in writing, delays in the fulfilment of an Order shall not entitle the Customer to (i) refuse to take delivery of the completed Order; or (ii) claim damages; or (iii) terminate these Standard Terms.
- 6.5 Vendor shall provide parts and/or services by the promised delivery date. Failure to deliver by the delivery date will allow DAI to cancel the order with Vendor. Vendor will provide a full credit and/or refund to DAI if order is cancelled.

#### 7. PACKING, INSURANCE AND OTHER DOCUMENTATION REQUIREMENTS

- 7.1 Parts dispatched by DAI shall be in packaging suitable for road transportation within the United States. DAI reserves the right to charge for any special packaging requirements of the Customer. Packaging materials, containers, etc., provided by DAI are returnable. Where such packing materials are charged as an extra, credit will be allowed if returned carriage has been paid and the packaging is received in good condition.
- 7.2 Customer shall maintain insurance appropriate to its operations and in accordance with best aviation industry practice and shall provide evidence of the same if requested by DAI.
- 7.3 The Customer shall provide by email to DAI full dispatch details of any Off Unit sent to DAI for Repair (AWB Number, Flight Number and Date) and shall ensure such Off Unit is accompanied by the following certification documents:



- 7.3.1 Part Identification tag containing:
  - Part number; serial number; description;
  - Reason for removal; date of removal; registration of aircraft from which removed;
  - Aircraft hours/cycles when item removed;
  - Hours / cycles on items when removed (life limited Parts only).
- 7.3.2 Packaging slip showing transfer of the Customer's Part to DAI;
- 7.3.3 ATA spec 106 material certificate issued by FAA Part 121/129/135 carrier or FAA/EASA 145 approved maintenance facility or nationally approved (by the FAA) for an air carrier with a statement that:
  - The Off Unit was not procured from any US Government or military source;
  - The Off Unit was produced by the Original Equipment Manufacturer;
  - The Off Unit is non-incident related and has not been subjected to severe stress or heat or immersed in salt water;
  - The Off Unit is fully traceable to one of the following approved sources:
    - FAA Part 121, 129 or 135 certified carrier or 145 repair station;
    - Original Equipment Manufacturer (OEM);
    - FAA/EASA 145 approved maintenance facility; or
    - Foreign air carrier, approved by a recognized national aviation airworthiness authority.
- 7.3.4 Full "back to birth" traceability documents for ultimate time/cycle life limited parts and avionics
- 7.4 In circumstances where the Customer returns a Serviceable part to DAI instead of an Off Unit, such part shall be accompanied by the following documentation: (i) an ATA spec 106 certificate in compliance with Clause 7.3.3 (ii) a workshop report detailing any repairs carried out to the part and (iii) documentation tracing the part to the previous operator or, in respect of ultimate time/cycle life limited parts, full "back to birth" traceability documents. If the Customer fails to send all such required documentation, DAI shall have the right to send the part for recertification at the cost of the Customer.
- 7.5 The Customer must ensure that all aircraft toilet and kitchen Off Units are thoroughly cleaned at source before being returned to DAI. On the return to DAI, all such Off Units shall be adequately bagged and shall be accompanied by a statement saying that the Units have been cleaned. DAI will not accept, store or ship any aircraft toilet or kitchen units unless they have been adequately cleaned and packaged in this way. In the event that such an Off Unit is returned to DAI without being cleaned, DAI shall have the right to arrange for the Off Unit to be cleaned by a third party and recharge to the Customer all the costs incurred by DAI in cleaning the Off Unit, including any transportation costs.
- 7.6 Vendor shall provide competent and qualified personnel to inspect and verify that the parts and services supplied to DAI are in accordance with the approval of:
  - (i) the release of products and services in accordance to DAI Purchase Order, statutory, and regulatory requirements;
  - (ii) method of delivery;
- 7.7 Vendor shall provide with its shipment all relevant documentation and technical data where applicable but not limited to:
  - (i) MSDS
  - (ii) Test reports
  - (iii) Work Order
  - (iv) Release Certificate
  - (v) Manufacture's Certificate
  - (vi) Non Incident Statement

## 8. FORCE MAEJURE

Neither DAI nor Customer shall be in breach of these Standard Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Standard Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months the party not affected may terminate these Standard Terms by giving 14 days' written notice to the other party.

## 9. CONFIDENTIALITY

Each of DAI and Customer undertakes that it shall not disclose to any third party any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or the contents of any written agreement between the parties, except as required by law or with the written consent of the other party.



## 10. LIABILITY

- 10.1 DAI makes no warranty or representation of any kind with respect to any Sale, Repair, Exchange or Loan as to salability, fitness for purpose, condition, quality, material design suitability, workmanship or operation of any kind or nature. All other conditions warranties or representations expressed or implied, statutory or otherwise are, to the fullest extent permitted by law, expressly excluded.
- 10.2 Nothing in these conditions excludes or limits the liability of DAI (i) for death or personal injury caused by DAI's negligence; (ii) for any matter which it would be illegal for DAI to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.
- 10.3 Neither party shall be liable to the other for:
- 10.3.1 Any indirect, special or consequential loss or damage; or
  - 10.3.2 Loss of data or other equipment or property; or
  - 10.3.3 Economic loss or damage; or
  - 10.3.4 Incurring of liability for loss or damage of any nature whatsoever suffered by third parties, other than death or personal injury (including in each case incidental and punitive damages); or
  - 10.3.5 Any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, including any AOG related losses or claims of any kind.
- 10.4 DAI's total liability in contract (including for any statutory interest payable), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Standard Terms (including for any statutory interest payable) shall be limited to the Order value. The Customer indemnifies and holds DAI harmless against all taxes (other than corporation tax of DAI), levies, duties, charges, assessments or withholdings of any nature for which DAI may be liable by operation of these Standard Terms and for any legal costs incurred by DAI in enforcing any of its rights in respect of these Standard Terms.

## 11. CANCELLATIONS

- 11.1 The Customer may cancel any Order without charge if it notifies DAI of the cancellation, in writing: (a) for a Sale, prior to the shipping of the Part (b) for Repairs, prior to DAI's receipt of the Part, (c) for an Exchange or Loan, if (i) the Exchange Unit or Loan Unit is already in stock at an DAI facility at the date of the Exchange Order or Loan Order and (ii) the Customer notifies DAI of the cancellation in writing, prior to notification by DAI to Customer that the Exchange Unit or Loan Unit is ready for dispatch;
- 11.2 If, in order to satisfy the Customer's Exchange Order or Loan Order, DAI has been required to order the Exchange Unit or Loan Unit from a third party supplier, and the Customer wishes to cancel the Exchange Order or Loan Order prior to dispatch of the Exchange Unit or Loan Unit, the Customer shall notify DAI in writing. DAI reserves the right to recharge the Customer for restocking fees incurred in obtaining the Exchange Unit or Loan Unit from a third party supplier.
- 11.3 DAI shall be entitled to suspend or cancel further Sales or Repairs under this and / or any other agreement between the parties hereto if the Customer:
- 11.3.1 fails to take delivery of any Parts or of any Loan Unit or Exchange Unit ordered and made available to it;
  - 11.3.2 is in breach of Clause 14 (Import and Export Licenses and Regulations);
  - 11.3.3 fails to pay any amount due under these Standard Terms or the Credit Agreement within seven days of the due date; or
  - 11.3.4 becomes bankrupt or suffers any similar or analogous action in consequence of any unpaid debt to any person or company.
- 11.4 On cancellation:
- 11.4.1 DAI shall have the right to re-take possession of any Part that has not been paid for or, in respect of a Repair which has not been paid for, to retain possession of any Part by way of a repairer's lien; and
  - 11.4.2 The Customer shall immediately pay all fees and charges properly falling due under these Standard Terms or any relevant Credit Agreement.

## 12. PASSING OF RISK AND TITLE

- 12.1 All Parts are at the risk of the Customer from delivery Ex Works (Incoterms 2010) the DAI Facility. Parts Repaired are at the risk of the Customer until received by DAI Delivered Duty Paid (Incoterms 2010) DAI Facility. If the Customer loses or damages a Unit whilst in its care, custody or control, it shall be responsible for either the cost of the repair (if the unit is not beyond economic repair) or shall pay the replacement value (as defined in the Exchange Order) if the Unit has to be replaced.
- 12.2 The Customer agrees and warrants that title to and ownership of:
- (i) Parts Sold by DAI shall remain with and be vested in DAI until DAI has received from the Customer full payment in accordance with these Standard Terms;
  - (ii) Parts Exchanged shall remain with and be vested in DAI until DAI has received from the Customer full payment in accordance with these Standard Terms or until such time as the Exchange Unit is installed on the Customer's aircraft (whichever is the earlier) at which point in time DAI shall pass full legal and beneficial title to the Exchange Unit to Customer and Customer shall automatically and simultaneously pass full legal and beneficial title to and ownership of the Off Unit to DAI.
  - (iii) any Loan Unit shall remain at all times with DAI, free from all liens and encumbrances other than any security interest created by or through DAI and the Customer shall have no right, title or interest in or to the Loan Unit except as authorized and permitted by these Standard Terms. The Customer agrees not to sell or pledge the Loan Unit, or to allow the Loan Unit to be the subject of any lien or encumbrance.





### 13. IMPORT AND EXPORT LICENCES AND REGULATIONS

- 13.1 As the recorder, importer and exporter of the Parts, the Customer will be responsible for obtaining any import license, export license, exchange, loan, permit or other required governmental authorization relating to the Units and shall be responsible for complying with all U.S. and foreign government licensing and reporting requirements in connection with these Standard Terms. If required by DAI, the Customer shall make any such licenses and authorizations available to DAI prior to the relevant Order shipment. DAI will have no liability for any non-renewal, denial, restriction or delay in respect of any Customer application for a license, permit or authorization.
- 13.2 The parties agree that any export of Parts pursuant to these Standard Terms may be subject to both U.S. Export Administration Regulations, the International Traffic in Arms Regulations and other export control requirements of the U.S (together, the "Export Regulations"). In respect of any Part provided by DAI, the Customer agrees not to:
- 13.2.1 dispose of any U.S. origin items classified by the U.S. Department of Commerce's Bureau of Industry and Security as Dual Use items other than in the country of destination, as identified in any government license or authorization for the Part; and
- 13.2.2 lease, exchange or dispose of any items to any country, company or individual that is either (i) required by Export Regulations to hold a license to receive the goods (and does not hold the required license); or (ii) is prohibited from receiving exports by any Export Regulations, as amended from time to time.
- 13.3 Each party to these Standard Terms shall comply with all applicable laws, statutes and regulations applicable to it.

### 14. MISCELLANEOUS

- 14.1 DAI and the Customer declare that they each have the right, power and authority, and have taken all action necessary, to execute and deliver and to exercise their rights and perform their obligations under these Standard Terms.
- 14.2 Unless and until DAI and Customer expressly agree otherwise in writing, these Standard Terms and the relevant Order contain the entire agreement between the parties with respect to its subject matter. Each of DAI and Customer acknowledges that, in entering into these Standard Terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Standard Terms. Nothing in this Clause shall limit or exclude any liability for fraud.
- 14.3 Any amendment, variation or modification of these Standard Terms shall be ineffective unless made in writing and signed by an authorized representative of each party.
- 14.4 Subject to Clause 4.2, the Customer shall not be entitled to withhold payment of any sums after they become due by reason of any right of set-off or counterclaim which the Customer may have or may wish to have or for any other reason whatsoever. DAI shall be entitled to set-off any Customer funds held on deposit against any amounts due and payable (and remaining unpaid) under these Standard Terms.
- 14.5 If any provision of these Standard Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Standard Terms, and the validity and enforceability of the other provisions of these Standard Terms shall not be affected. In addition, if a part of these Standard Terms becomes invalid, the parties will endeavor in good faith to reach agreement on a replacement provision that will reflect, as nearly as possible, the intent of the original provision.
- 14.6 The Customer shall not assign, transfer or sub-contract any Order to any third party without DAI's prior written consent.
- 14.7 The parties to these Standard Terms do not intend by these Standard Terms to confer any rights whatsoever on any other party. Accordingly, the parties hereby expressly exclude the provisions of the Contracts (Rights of Third Parties) Act 1999 (or re-enactment thereof).
- 14.8 Where the Customer delivers any other standard terms and conditions to DAI in respect of an Order, these Standard Terms and Conditions of Supply shall prevail.

### 15. DISPUTE RESOLUTION, LAW AND JURISDICTION

All disputes arising out of or in connection with these Terms and Conditions or an Order shall, to the extent possible, be settled amicably by negotiation between the Chief Strategy Officer of DAI and the Chief Executive Officer, Chief Commercial Officer or Chief Operations Officer of the Customer within thirty (30) days from the date of written notice by either party of the existence of such a dispute and, failing such amicable settlement, shall be finally resolved via (i) Arbitration. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Any controversy or claim arising out of or relating to this Agreement, or the breach of the same, shall be settled through consultation and negotiation in good faith and a spirit of mutual cooperation for up to fifteen (15) days commencing on the date when one party gives written notice to the other party of any controversy or claim. However, if those attempts fail, the parties agree that any misunderstandings or disputes arising from this Agreement shall be decided by binding arbitration which shall be conducted, upon request by either party, in Columbus, OH before one (1) arbitrator designated by the American Arbitration Association (the "AAA"), in accordance with the terms of the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the United States Arbitration Act (Title 9 of the United States Code). Notwithstanding anything herein to the contrary, either party may proceed to a court of competent jurisdiction to obtain equitable relief at any time. (ii) Governing Law. This Agreement will be governed and interpreted by the internal laws of the State of Ohio without reference to the conflict of laws rules. Further, the parties consent to the jurisdiction and venue of the State and Federal Courts located in Franklin County, Ohio.