General Terms and Conditions for Sale of Products

Last Updated November 1, 2026

These General Terms and Conditions for Sale of Products ("Sales Terms") apply to the Flightcom ("Company") sale of its Flightcom products ("Products") to Customer ("Customer") and are a legally binding contract between Company and Customer. Company's offer to sell Products to Customer, and Company's acceptance of any purchase order or other Customer document ("Order") is expressly limited to, and expressly conditioned on Customer's acceptance of these Sales Terms. Any additional or different terms or conditions in any form delivered by Customer are hereby deemed to be material alterations and void and without effect. Notice of objection to additional or different terms or conditions, and rejection of them, is hereby given. Company reserves the right to change its Sales Terms at any time without notice, and updates to the Sales Terms will be available on its website at Sales Terms and Conditions - Flightcom (the "URL"). Customer is advised to routinely check the URL and Company website for changes prior to placing an order or otherwise soliciting Products from Company.

- **Pricing and Payment**

  Product prices are listed in the applicable Company Product price list or on a Company quote. Customer may not make changes, take any deductions, set-off, or other adjustment without Company's prior written authorization. Any credit extended to Customer is done at Company's discretion and subject to Company's credit requirements. Standard payment terms are NET 30 days from the invoice date unless different payment terms are stated on Company's invoice. Customer must always keep its account current. In accordance with applicable law, Company may withhold shipments, payments, or other benefits, and/or assess late fees and interest on past due amounts at Company's sole discretion until Customer's account balance is current. Company may require prepayment of any Order as determined by Company.

- **Shipping and Freight**

  All Products shall be shipped F.O.B. Company's shipping point. Title and risk of loss transfers to Customer upon delivery to the carrier. Unless otherwise agreed in writing, Company will prepay all freight and shipping charges and add such charges to Customer's invoice. Company will ship with its preferred carrier and bill Customer. If Customer desires shipping to be billed through the carrier directly, Customer can provide shipping billing number. Under no circumstances will Company be liable for failure to ship, or for Customer's failure to receive Products by a certain date.

- **Returns**

  Items may be returned within 30 days of purchase, subject to a 15% restocking fee. Products must be unused, unopened, and in their original packaging. Customers are responsible for return shipping costs. For any questions or to initiate a return, please contact Company's customer service team at 503-684-7080.

- **Compliance**

  Company will manufacture and sell all Products in compliance with federal, state, and local laws applicable to each Product. Customer shall comply with federal, state, and local laws applicable to the handling, transportation, storage, use, processing, disposal, distribution, sale, and resale of Products and to any of Customer's products that contain or are made by using Products. Under no circumstances will either party offer or make any payment or give anything of value to another person or entity where such payment or action would violate applicable law or regulation, including, but not limited to, any applicable anti-bribery, anti-corruption, or anti-kickback law.

- **Product Information, Selection, and Use**

  Company may provide Product information, including technical information, specifications, recommendations, literature, and other materials (collectively "Product Information") for Customer's convenience in Customer's selection of Products. The

accuracy or completeness of Product Information is not guaranteed and is subject to change without notice. No license under any Company or third-party intellectual property rights is granted or implied with this Product Information, and all intellectual property embodied therein is and remains the sole property of Company or its licensors. Customer is solely responsible for evaluating and selecting Products and determining whether each Product is fit for a particular purpose and suitable for Customer's use and method of application. Products are not manufactured to any Customer requirements or specifications unless expressly agreed to in writing by Company. Products that are sold for Customer's use may not be repackaged, resold, or redistributed in any manner without Company's prior written consent.

- **Warranty**

  Company's warranty terms and conditions, available on Company's website at https://www.flightcom.net/customer-support/#warranty ("Warranty Policy") and hereby incorporated by reference, shall apply to all Products purchased by Customer.

- **Limitation of Liability**

  TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDIES EXPRESSLY SET FORTH IN THE WARRANTY POLICY AND INSURANCE COVERAGE DISCLOSURE (AS DEFINED BELOW) ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO THE PRODUCTS. EXCEPT FOR SUCH EXPRESS REMEDIES OR AS OTHERWISE SET FORTH HEREIN, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUPPLIERS, OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, BUSINESS, OPPORTUNITY, OR GOODWILL) THAT DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO THE PRODUCTS, REGARDLESS OF (A) THE FORM OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, MISREPRESENTATION, OR OTHERWISE, (B) WHETHER SUCH DAMAGES WERE FORESEEABLE, AND (C) WHETHER THE PARTIES WERE ADVISED OF OR OTHERWISE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

  To the fullest extent permitted by applicable law, Company's total aggregate liability arising out of or relating to any Product shall in no event exceed the amount actually paid to Company for the Product giving rise to the claim.

- **Indemnification**

  Customer agrees to indemnify Company, and its affiliates, and any of their respective officers, directors, employees, shareholders, agents, representatives, suppliers, and contractors harmless from any third-party claim, demand, loss, liability, cost, expense, or damages, including without limitation reasonable attorney's fees, due or relating to or arising out of (a) Customer's use of Company's services or Products or any outcome or result thereof, (b) Customer's breach of these Sales Terms, or (c) Customer's violation of applicable law. Company will provide Customer with prompt written notice of any claim subject to indemnification, but failure to provide such notice will not relieve Customer of its indemnification obligations except to the extent Customer is materially prejudiced by such failure. Customer will have sole control over the defense and settlement of any such claim, except that Customer may not settle any claim in a manner that admits liability on behalf of Company or imposes any obligation on Company without Company's prior written consent.

- **Insurance**

  Company maintains insurance coverage as detailed in Company's insurance disclosure available on Company's website at **Insurance Discloser - Flightcom** (the "Insurance Coverage Disclosure") and which is hereby incorporated by reference. By purchasing or accepting any Products, Customer acknowledges and agrees that Company's insurance coverage as set forth in

the Insurance Coverage Disclosure satisfies any and all insurance requirements applicable to Company in connection with the sale, supply, or delivery of the Products. Unless Company expressly agrees otherwise in a separate writing signed by an officer of the Company for such specific insurance purpose, Company shall have no obligation to obtain or maintain any additional, different, or supplemental insurance coverage, increase any coverage limits, reduce or modify any deductibles or self-insured retentions, name Customer or any other person as an additional insured, provide any waiver of subrogation, obtain primary or non-contributory coverage, or otherwise modify its insurance for the benefit of Customer or any other person. Any contrary or additional insurance requirement contained in any purchase order, vendor agreement, Customer terms or conditions, or other document issued or required by Customer is expressly rejected and shall not apply to Company.

- **Export Control**

  Products are sold for use or consumption within the United States only. If Company authorizes Customer in writing to export Products outside of the United States, Customer (a) assumes all responsibility for such Products, (b) shall comply with all laws and regulations relating to the export and sale of Products outside the United States, and (c) shall adhere to all applicable Company policies and procedures relating to the export of Products as a condition to purchase and export.

- **Order Cancellation**

  Customer may cancel an Order only with Company's written consent. In the event of an approved cancellation, and where Company has incurred costs and expenses that cannot reasonably be recovered through sale of the Products to another person or entity, Customer will pay Company for all such costs and expenses, which may include costs of related raw materials, packaging, and other items dedicated to Products. Company may cancel a Customer Order without obligation or liability upon notice to Customer.

- **Effects of Other Agreements**

  These Sales Terms supersede all prior proposals, negotiations, representations, agreements and understandings between the parties, including those contained in any confidentiality agreements, and all terms and conditions contained in any Customer-provided purchase orders, and constitutes the complete and exclusive agreement between Customer and Company regarding the subject matter hereof. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Company which is not set out in these Sales Terms. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for Customer's convenience in record keeping, and no such reference or the provision of any Company services to Customer shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or other Customer-provided documentation. Any such associated terms and conditions shall be of no force and effect and shall not in any way be deemed to amend, modify, supersede, alter or supplement these Sales Terms.

- **Governing Law, Dispute Resolution**

  Oregon law, without regard to conflicts of laws principles, shall exclusively govern these Sales Terms and Company's sale of Products to Customer. The parties agree the 1980 United Nations Convention on Contracts for the International Sales of Goods shall not apply. Except where Company files a claim or action to collect unpaid amounts due from Customer, all claims and disputes arising from or relating to these Sales Terms, any Order, or the Products must be resolved exclusively through the following dispute resolution processes: (a) good faith negotiations between duly authorized representatives of each party conducted within 90 days of a request for negotiations; (b) if necessary, non-binding mediation before a neutral mediator jointly selected and paid for by the parties within 120 days of a request for mediation at a location acceptable to both parties; and (c) as a last resort, litigation. The state or federal court located within Lake Oswego, Oregon, or such other location as determined by Company, to the exclusion of all courts which might have jurisdiction apart from this provision, shall be the sole

and exclusive jurisdiction and venue for any litigation between Customer and Company. Customer agrees to submit to the personal jurisdiction of such court in the event of any litigation.

CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THESE SALES TERMS BY PURCHASING THE PRODUCTS, CLICKING TO ACCEPT THESE SALES TERMS, OR UTILIZING THE COMPANY'S SERVICES IN ANY MANNER.