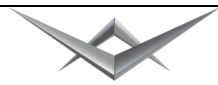


Revision "IR" dated October 14, 2025

PURCHASE ORDER & REPAIR ORDER: STANDARD TERMS AND CONDITIONS

RAJON LLC, D.B.A. VERTICAL AEROSPACE is referred to as "Buyer" or "VA" and the Order's receiving party is referred to as "Seller." Purchase Orders and Repair Orders are referred to as an "Order", as they are both subject to these Terms and Conditions, and goods and services delivered to Buyer from Seller are referred to as "Product."

1. Acceptance of these Terms and Conditions occurs simultaneously with the acceptance of an Order from VA. Order acceptance is accomplished via written acceptance of an Order or the shipment / delivery of Product, whichever occurs first. Unless, prior shipment or delivery, an authorized representative from VA agrees in writing to deviation(s) from the Terms and Conditions contained herein, all Orders issued by VA are conditional to the acceptance of these Terms and Conditions.
2. Order Contents: No deviations to the parameters contained within the Order shall be binding upon VA unless expressly accepted by VA in writing, including but not limited to quantity ordered, Product condition, payment terms and method of shipment. The absence of objection by VA to any terms and conditions indicated by the Seller shall not be deemed an acceptance of such terms and conditions or acceptance to deviation from the information contained within the Order.
3. Record Retention: Seller shall maintain all pertinent records related to Product for a minimum of three years.
4. Risk of Loss and Title: Risk of Loss, for Product that is delivered to VA as a consequence of issuing an Order to Seller, shall pass from Seller to Buyer upon physical receipt at the address listed in the Order. Risk of Loss, for a Product that is delivered to VA without an Order from VA to Seller, shall not pass from Seller to Buyer until and if an Order is issued. Title for a Product shall only pass from Seller to Buyer upon physical receipt at the address listed in the Order, physical inspection of the Product, review of associated documentation, and confirmation of adherence to the Terms and Conditions contained herein.
5. Right of Entry: VA reserves the right to access Seller's facility as deemed reasonable and necessary. Right of entry will include VA personnel who may be accompanied by an Operator or regulatory agency representatives (FAA or DCMA) for the purpose of verifying the quality of contracted work, records and materials.
6. Quality Assurance Requirements:
 - a. Sellers with FAA and / or EASA repair station certification shall ensure inspection personnel are properly trained, and all incoming contracted functions / work performed shall be inspected to ensure that the work performed is airworthy. Seller's Chief Inspector or Quality Manager shall determine the appropriate AQL for certificated facilities based on the review of a given sub-tier suppliers' Production and Capabilities, the quality program, and the complexity of the work being performed. The Order shall constitute contractual requirements between VA and Seller's sub-tier suppliers performing any maintenance functions. Said requirements are the responsibility of the Seller to enforce. For any tasks that contribute to a Product's airworthiness, the Seller's sub-tier suppliers shall be subject



to the same FAA / regulatory requirements placed upon the Seller. At a minimum, this shall include the following:

- i. Sub-tier suppliers are subject to inspection by FAA/NTSB personnel
 - ii. Full traceability shall be maintained for all items; and
 - iii. Sub-tier suppliers must participate in a U.S. Department of Transportation anti-drug and alcohol misuse prevention program.
- b. Seller's quality system shall conform to the requirements of current ISO 9001 or AS9100. Third party certification is desired and recommended. Seller shall seek approval from VA for any changes in Product prior to the start of work. Seller will prevent the use and / or sale of counterfeit parts. Seller shall seek review and approval from VA for any non-conformances prior to any shipment of Product. Seller shall ensure its employees are aware of their contribution to Product's airworthiness, their contribution to product safety, and the importance of ethical behavior.

7. Surplus Parts Certification Form and Traceability: Sellers that are not Original Equipment Manufacturers ("OEM") or an OEM's designated distributor, but are selling Product that has airworthiness requirements, must provide the following:

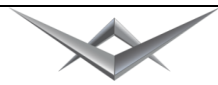
- a. For all Product:
 - i. Traceability to at least one of the following is required:
 1. OEM
 2. FAA Part-121 operator
 3. FAA Part-129 operator
 - ii. A "Part or Material Certification Form" or ATA 106 or equivalent document must be provided which includes, at a minimum:
 1. Company name and address
 2. Part Number, description, condition, quantity and, if applicable, the serial number
 3. VA's Order number and Seller's Order number where it obtained the Product
 4. The following statement: *The above referenced part(s) or material was / were not obtained from any us government or military source and was / were not subject to severe stress or heat or immersed in salt water (as in a major engine failure, accident, incident, or fire)*
 5. Signature and title of an authorized employee of the Seller

b. For Product purchased in an airworthy condition other than new:

- i. A dual release FAA / EASA 8130-3 is required

8. Shelf Life and Certification of Conformance ("CofC"): For all Product with shelf life and / or refrigeration requirements, Seller shall:

- a. Provide a CofC which includes, at a minimum:
 - i. VA Order number
 - ii. Part Number, description, condition, and quantity
 - iii. Batch and / or lot number
 - iv. Date of manufacture
 - v. Expiration date
 - vi. Specifications referenced by Order, when applicable
 - vii. Signature and title of an authorized employee of the Seller
- b. Ensure all Material Safety Data Sheets ("MSDS") are supplied or made available to VA at the time of Product's physical or before.



- c. Ensure a minimum of 75% shelf life is remaining at the time of physical Product receipt by VA.
9. VA Supplied Intellectual Property (“IP”) and / or Technical Data (“TD”): Seller shall limit disclosure of VA supplied IP and/or TD within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose VA supplied IP and/or TD to any third party (whether an individual, corporation, or other entity) without prior written consent.
10. Packaging: Product must be packaged in accordance with standard industry practices such as ATA 300 or equivalent, and any regulations and / or laws applicable with respect to the Product being shipped. Additionally, Seller will make every effort to ensure that the packaging is performed in a manner that does not necessitate higher than necessary transportation costs.
11. Termination of an Order: VA reserves the right to terminate an Order, or any part thereof, by written notice to Seller, pursuant to the following conditions:
 - a. If Product delivery did not occur within the time specified or within a reasonable amount of time, if not specified.
 - b. If an Order is for an airworthy Product and there is reason to suspect the Product’s airworthiness.
 - c. If Seller fails to comply with any of the Terms and Conditions herein.
 - d. If Seller files bankruptcy or is suspected of insolvency.
12. Governing Law: The Order shall be governed and interpreted in accordance with the laws of the State of Oklahoma.