

Customer Terms and Conditions

Effective Date: January 1, 2013
Company: Rajon LLC, D.B.A. Vertical Aerospace ("VA")
Address: 23800 S. 369th West Avenue, Bristow OK 74010 USA
Contact: customercare@goververticalaero.com

1. Scope and Applicability

These Terms and Conditions ("Terms") govern all repair, overhaul, inspection, and evaluation services ("Services") provided by VA to any customer ("Customer"). Each Customer purchase order, repair order, or other request for service constitutes acceptance of these Terms, unless otherwise agreed to in a written and duly executed agreement between VA and the Customer.

2. Quotations and Approvals

- a. Upon receipt of Customer's equipment, VA shall perform an initial evaluation to determine the condition and scope of repair required.
- b. VA shall issue a formal quotation for the proposed Services. The quotation reflects the price to perform known workscope tasks and a projection of their respective material costs. Should workscope requirements change and / or actual costs of material costs differ significantly from projected material costs, VA may, at its discretion, requote.
- c. The quotation shall remain valid for thirty (30) calendar days from the date of issuance unless otherwise stated.
- d. If the Customer fails to provide written approval within this period, VA may, at its discretion, (i) return the equipment at Customer's expense and invoice any fees associated with evaluation, or (ii) move the equipment to long-term storage under Section 5 below.

3. Pricing and Payment Terms

- a. All prices are in U.S. Dollars unless otherwise specified.
- b. Payment terms are at the discretion of VA and will be advised upon quotation unless otherwise stated.
- c. Late Payment Penalty: Past due balances shall accrue interest at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is less.
- d. VA reserves the right to suspend ongoing or future Services for any Customer account with outstanding or delinquent balances.

4. Title and Risk of Loss

- a. Title to Customer equipment shall at all times remain with the Customer.
- b. Risk of Loss:
 - While the equipment is under active repair or overhaul within VA's facility, VA shall exercise reasonable care consistent with industry standards. However, risk of loss or damage remains with the Customer at all times except when directly caused by VA's gross negligence or willful misconduct.
 - If a Customer fails to approve a quotation within the validity window, and the equipment is placed into warehouse storage, VA shall bear no responsibility for any loss, deterioration, corrosion, theft, or damage occurring thereafter, whether partial or complete, except when directly caused by VA's gross negligence or willful misconduct.
 - VA's facilities and warehouse are not designed for indefinite storage; Customer is encouraged to retrieve unapproved or unprocessed equipment promptly to mitigate risk.
- c. Customer shall maintain insurance coverage on its equipment for the duration of VA's possession, including during transportation, evaluation, repair, and storage.

5. Storage and Abandonment

- a. Equipment not approved for repair within the window of quote validity shall be subject to warehouse storage at Customer's risk.
- b. After ninety (90) days without Customer authorization, VA may issue a Storage Notice to the Customer. If no response is received within thirty (30) days, VA reserves the right to:
 - Return the equipment at Customer's expense; or
 - Dispose of the equipment as scrap or surplus, without liability, after providing written notice.
- c. Storage Fees: After the initial window of quote validity, VA may assess a storage fee of \$10.00 per square foot per month or as otherwise agreed.

6. Delivery and Transportation

- a. All shipments to and from VA's facility shall be FOB Origin, Tulsa, Oklahoma (or other designated VA facility) unless otherwise agreed.
- b. Customer is responsible for freight costs, insurance, and proper packaging to prevent transit damage.
- c. VA is not liable for damage occurring in transit, including loading or unloading by third-party carriers.

7. Warranty

- a. VA warrants its workmanship for a period of six (6) months from the date of shipment or 500 flight hours, whichever occurs first, unless otherwise agreed.
- b. This warranty covers defects in workmanship only and does not cover damage resulting from misuse, impact or incident, environmental exposure, or subsequent repairs by third parties.
- c. VA's liability under this warranty shall be limited, at VA's sole discretion, to repair or replacement of the defective workmanship.

8. Limitation of Liability

- a. VA's total cumulative liability for any claim arising under these Terms shall not exceed the amount paid by the Customer for the specific Service giving rise to the claim.
- b. VA shall not be liable for indirect, incidental, consequential, or special damages, including but not limited to loss of use, loss of revenue, or delay damages.

9. Force Majeure

VA shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, labor disputes, material shortages, acts of government, or transportation delays.

10. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of law principles.

11. Entire Agreement

These Terms constitute the entire understanding between the parties with respect to the subject matter herein and supersede any prior agreements or understandings, written or oral. No modification or waiver shall be binding unless executed in writing by an authorized representative of VA.