

SkyMark Refuelers, LLC
General Purchase Order Terms and Conditions

The following Terms and Conditions ("T&Cs") apply to standard purchase order transactions that do not have any previously established written agreements. If such previously written agreements exist, then those shall establish the terms of that specific transaction and relationship of those parties exclusively. This document is to provide you "Seller" the conditions regarding a purchase "Order" and SkyMark Refuelers, LLC known as "Buyer". Additionally, noted for inclusion and application of these terms is KC Tank, LLC an associated authorized entity also to considered "Buyer."

- 1. Acceptance** - Seller is expected to promptly acknowledge receipt of this Order via on-line portal or other specified method within 2 days after receipt. If Seller does not accept the Order within two days, the Order will lapse. Buyer may also withdraw the Order at any time before it is accepted by Seller without penalty. If Seller does not reject the delivery schedule within two working days of receipt, the delivery schedule becomes a contractually binding obligation for Seller to supply stated quantities at stated delivery times. Buyer reserves the right to cancel the Order with or without cause and incur no penalty up to 30 days prior to delivery.
- 2. Price and Price Adjustments** - The prices shown in this Order shall, remain firm throughout the term of this Order. Prices are expected to only reflect actual pricing of goods being purchased. If any additional charges such as dunnage, pallets, handling, or special conditions, have not been included in such prices, Seller must notify Buyer of such additional charges prior to Seller's Order acceptance. Material surcharges or tariff adjustments will NOT be accepted in lieu of new pricing. All pricing adjustments require 90 day notice to Buyer before effective date. Notice will be presented on Seller's official letterhead with effective date of adjustment clearly stated. Backdated notices will not be accepted. Email return receipt by Buyer will serve as acknowledgement of notification date.
- 3. Invoices and Taxes** - Seller shall not invoice any tax for which Buyer has furnished a valid tax exemption. All invoices and packing slips shall reflect corresponding Order number, Buyer item number, unit price, and revision level. Invoices are to reflect only one Order per invoice. Multiple Order references on an individual invoice may cause delay in payment. Invoices shall be submitted to ap@skymarkrefuelers.com.
- 4. Payment** - Payments will be processed Net 45 days after invoice date unless otherwise agreed upon. In the event of a payment dispute, the parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. In the event of any discrepancy between Seller's invoices and Buyer's receiving records, Seller shall fully cooperate with Buyer to resolve all such issues within sixty (60) days after the identification of such discrepancy, including Seller reconciling its packing slip number to its invoice number.
- 5. Quantity** - Except as otherwise agreed in writing by Buyer, Seller must deliver the exact quantity of products ordered. Buyer may reject all or any excess products and return to Seller at Seller's expense. Orders are expected to be delivered complete per the Seller's acknowledgement. Any backordered material shall be subject to cancellation by Buyer if Seller is unable to complete Order in an agreed upon timeframe. Invoice price variances will not be accepted because of Seller's delay in providing a complete shipment.
- 6. Shipping Method** - Seller shall deliver the Order in the quantities required and, on the date(s) specified in the purchase Order. Seller will route its shipments in accordance with instructions of Buyer or its shipping agent. Timely delivery of the products is of the essence. Expedited freight methods because of Seller's failure to meet Order delivery date will be at the sole expense of Seller.

- 7. Product Packaging** - Seller shall make best efforts to ensure that goods are packaged in a manner that prevents damage during transit and must comply with any special instructions by Buyer. Any damage incurred during transit shall be the responsibility of the Buyer to initiate any claim with carrier. All items shall be prominently labelled with Buyer's part number reflected on the item. A packing slip shall be provided with all deliveries indicating contents shipped.
- 8. Surplus and Obsolete Material** - Seller shall allow for return of materials for appropriate credit if submitted to Seller within 9 months after last purchase Order receipt. Materials will be returned to Seller at Buyer's expense and be in new condition with original packaging.
- 9. Amendment and Modification** - No change to the Order is binding upon Buyer unless it is in writing, specifically states that it amends the Order and is signed by an authorized representative of Buyer, or an Order revision resubmitted to Seller. Seller will not substitute products without prior written approval from Buyer. This includes changes in the country of origin. Any unapproved substitutions may be returned to Seller and billed back to Seller.
- 10. Service and Replacement Parts** - If requested by Buyer, Seller will produce and provide to Buyer pursuant to the provisions of this Order products necessary for Buyer to fulfil its current model service and replacement parts requirements at the prices set forth in this Order. During a ten (10) year period after Buyer completes current model purchases, Seller will produce and sell to Buyer, past model service and replacement parts or approved alternative items with the same form, fit and function as original purchase.
- 11. Purchase Forecasting** - Any discussion between Buyer and Seller of potential future Orders, are only to assist Seller in planning and at Seller's discretion procure materials to support forecasted Orders. These are non-binding agreements only and are not to be considered any commitment to purchase items. There will be no responsibility to purchase such items without the issuance of a valid Order stating all terms of the transaction.
- 12. Title and Risk of Loss** - Title to and risk of loss of the products shall pass to Buyer upon delivery of the products in accordance with the shipping terms specified by Buyer unless otherwise agreed to in writing by Seller and Buyer.
- 13. Recall Campaigns** - Seller shall indemnify and hold Buyer harmless against all losses, liabilities, damages, costs and expenses incurred by Buyer if Buyer issues a recall on any products furnished. This indemnity shall apply only if the recall, repair, replacement or refund (a) is required pursuant to applicable statutes, laws or regulations; (b) is required pursuant to Buyer's contractual obligations to its customers, end users or end customers; or (c) in Buyer's reasonable commercial judgment, is necessary to preserve Buyer's commercial reputation as a vendor of reliable, high-quality products. Buyer will inform Seller promptly after Buyer learns of facts which may require a recall, or repair, replacement or refund pursuant to this Section. Buyer may have the obligation, without the consent of Seller, to report to any administrative or regulatory body any information which Buyer obtains indicating that the products furnished by Seller either fail to conform to any standard required by law, or constitute or create of themselves, or within the end product of which they are a part or component, a situation requiring recall or notice as defined by the applicable law. Seller will prepare, maintain, and file with the appropriate agency those records and reports relating to the manufacture, sale, use and characteristics of the products furnished to Buyer under this Order which may be required by any federal, state or local law or regulation relating to products supplied. Seller shall provide Buyer with copies of such records at Buyer's request and shall provide Buyer access to those records that allow confirmation of Seller's compliance with the terms of this Section.

- 14. Inspection and Rejection of Nonconforming Products** - If Buyer finds any portion of the products to be non-conforming, unsuitable for application or of low quality of workmanship, Buyer has the right, effective upon written notice to Seller, to rescind the Order in its entirety receiving a refund or credit on the total amounts paid, or to either (a) accept the products at a reasonably reduced price, (b) reject the products and require replacement of the rejected products. If Buyer elects for replacement of the products, Seller shall, at its expense, promptly replace the products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement products.
- 15. Warranty** - Seller warrants that it has good title to the products, free and clear of all liens and security interests. Seller warrants that the products will conform to any drawings, specifications, statements of work, samples, and/or other descriptions and requirements relating to the products furnished by Buyer as part of this Order. Seller warrants that products will be merchantable, fit and sufficient for the purpose intended, free from defects including, but not limited to, defects in design, materials and workmanship, and in compliance with all applicable statutes, regulations and industry standards; provided, however, that Seller shall not be responsible for any such defect or non-conformity in the products to the extent due to Seller's conformance to any drawings, specifications, statements of work, samples, and/or other descriptions or requirements of Buyer.
- 16. Indemnification** - Seller shall defend, indemnify and hold Buyer, its successors, assigns, their principals, affiliates and subsidiaries, including respective directors, officers, employees, agents and representatives, harmless from and against any and all liabilities, damages, losses, claims, demands, actions, costs and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments), occasioned by, resulting from, or arising out of any claim, by whomever asserted and regardless of nature or kind, including without limitation, for personal injuries (including death) and damage to property, whether in tort or under contract, directly or indirectly, in whole or in part occasioned by, resulting from, or arising out of (a) any defect or alleged defect in the products supplied by Seller; (b) any noncompliance or alleged noncompliance by Seller with any of its representations, warranties or obligations under this Order or any release; or (c) any negligence or fault, or alleged negligence or fault of Seller in connection with the design, production, or manufacture of the products. Seller represents that all products supplied under this Order shall be original to Seller and shall not incorporate or infringe upon any intellectual property rights of any third party. Buyer shall provide timely notice to Seller of any suit, claim, judgment, or demand against Seller and shall permit Seller to defend or settle such suit, claim, judgment or demand provided that such defence or settlement does not prejudice the rights of or create obligations upon Buyer. Seller shall promptly notify Buyer of any suspected claims of which it becomes aware. Seller shall obtain and maintain at its expense during the term of the Order and for a period of at least ten years after the expiration or termination of the Order, all insurance coverage required by law as well as appropriate insurance coverage to protect against any claims or liabilities that may arise directly or indirectly as a result of its performance under the Order. Coverage shall not contain any exclusions material to the products.
- 17. Compliance with Law** - Seller affirms that it complies with all applicable laws, regulations and ordinances related to Seller's offerings. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that are required to carry out its obligations under the Order.
- 18. Hazardous Materials** - All materials used in part manufacture shall satisfy current governmental, environmental and safety constraints on restricted, toxic, and hazardous materials.

- 19. Termination** - If Seller becomes insolvent, files a petition for bankruptcy, commences or has been commenced against in proceedings relating to receivership, reorganization or assignment for the benefit of creditors, then Buyer may terminate the Order upon written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the products received and accepted by Buyer prior to the termination.
- 20. Fraudulent Activities** - Nothing in the Order shall exclude Seller's liability for fraud, personal injury or death caused by negligence, malicious or wilful misconduct. This includes fraudulent activities intended to exact payment prior to delivery of items unless previously agreed upon by Buyer. Included are any extra functions, additions, substitutions, or changes to design without written approval by Buyer or issuance of a revised Order.
- 21. Waiver** - No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by both parties. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof.
- 22. Use of Buyer's Intellectual Property** - If products are to be identified or marked with the name and/or trademark of Buyer, that use by Seller shall be restricted to the manufacture of products intended for Buyer. Seller is granted the simple, revocable, non-sublicensable and non-transferable right to exercise these rights exclusively for the purpose of fulfilling the products with Buyer. No permissions will be issued to Seller by Buyer that will allow for use, transference, display, sale or gift by Seller to any third parties, either with or without compensation. This restriction includes use of specific colors designated and associated with such trademark including the overall outline form or shape of trademark.
- 23. Confidential Information** - All non-public, confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, prototypes, designs, inventions, plans, configurations, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates may not be disclosed, copied, or distributed to any third party unless authorized by Buyer in writing. Information disclosed orally or disclosed by access in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," is in connection with the Order utilized solely for performance the Order. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. This includes but is not limited to items listed previously. Buyer shall additionally be entitled to injunctive relief for any violation of this Section. No provision of the Order may be interpreted in such a way that Seller gains the rights of use to the intellectual property of Buyer. Seller shall not be permitted to disclose the existence of business relationship between Buyer and Seller to any third party other than Seller's advisors, accountants, attorneys, and Seller's vendors related to the products.
- 24. Tooling** - Any tooling, patterns or equipment purchased by Buyer shall remain property of Buyer and used exclusively for production of products of Buyer. Items should be insured for replacement value, inspected and stored as to prevent damage, theft or misuse. These items are considered intellectual property and shall be considered as confidential information per section prior. Buyer may ask for return of item without penalty or charge. Any such request shall be completed within a reasonable timeframe by Seller agreed upon with Buyer without cost or penalty and returned in condition suitable for continued production. Any changes or modifications to tooling as a result of Buyer's process or design change shall be accompanied by an appropriate Order specifically issued by Buyer and accepted by Seller along with documentation regarding the modification. Buyer retains the right to inspect, and request evidence of the current condition of tooling at any point.

- 25. Force Majeure** - Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is a result of an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance so that the effects of any Force Majeure Event are minimized. If a Force Majeure Event prevents Seller from carrying out its obligations under the Order for a continuous period of more than 30 business days, Buyer may terminate the Order without penalty immediately by giving written notice to Seller.
- 26. Third-Party Beneficiaries** - The Order is for the sole benefit of the parties hereto and their respective successors. No assignment is permitted and nothing herein, express or implied, is intended to allow conveyance to any third-party person or entity a legal or equitable right, benefit or remedy under these Terms.
- 27. Governing Law** - All matters arising out of or relating to the Order shall be governed by and construed in accordance with the laws of the State of Missouri. Seller agrees that venue shall be in Jackson County, Missouri.
- 28. Notices** - All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. Notices may be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), electronic delivery (with confirmation of receipt) or certified or registered mail with return receipt requested. Except as otherwise provided in the Order, a Notice is effective only upon confirmed receipt by the receiving party.
- 29. Severability** - If any term or provision of the Order is deemed invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other section or provision of this Agreement.