

Welcome to Aero Engine Solutions!

We are pleased to have you as a new customer, and truly thankful that you have chosen Aero Engine Solutions for your aircraft and engine part business needs.

Our Company

Aero Engine Solutions was formed in August of 2015, and our 100+ years of aviation experience includes Aeronautical Engineering, Engine and Airframe Heavy Maintenance, Whole Asset Leasing, Aircraft Trading, Surplus Parts Distribution, Warehouse and Inventory Management, Portfolio Management, and Finance.

Our focus is the supply of commercial aircraft parts, components, and accessories through the sourcing and disassembly of whole aircraft. Our customers include many of the world's leading Airlines, MROs, Aircraft Leasing Organizations, and Financial Institutions. Our commitment is to provide the highest level of quality, integrity, and value, all while meeting the critical needs of our customers.

We are currently located in the heart of the Treasure Coast in West Palm Beach, Florida in our new 30,000 square ft. state of the art warehousing and distribution facility. Looking forward to connecting with you for your current and future aviation needs!

Aero Engine Solution's Contacts

Tyler Norman
President & Chief Executive Officer
E: Tnorman@aeroenginesolutions.com

O: 772.344.0045 ext. 103 C: 910-545-5340

Andrew McCain
Chief Operating Officer & Quality Manager

E: Amccain@aeroenginesolutions.com O: 772.344.0045 ext. 101 C:513-578-0852



Aero Engine Solution's Profile

Corporate Information

Registered Name: Aero Engine Solutions, Inc.

Address: 7788 Central Industrial Drive, Suite 1 & 2

City: West Palm Beach State: Florida

Zip Code: 33404

Phone Number: 772-344-0045

Company Reg. No./Federal ID No.: 47-4682798

Resale Certification Number: 66-8016796415-9

Principal Director: Tyler Norman, President

Date of Incorporation: August 3,2015

Invoice and Accounting

Address for Invoicing: 7788 Central Industrial Drive, Suite 1 **City:** West Palm Beach S**tate:** Florida **Zip Code:** 33404

Accounts Contact: Lisa Fabrio Purchasing Contact: Tyler Norman

Accounting E-mail: accounting@aeroenginesolutions.com

Phone Number: 772-344-0045

Trade References

Company Name: NAS MRO Services Contact Name: Sandra Lopez E-mail: slopez@nascomponent.com Address: 2751 West 81 Street

Hialeah, FL 33018

Company Name: GKN Contact Name: Vicki Plourde

E-mail: Vicki.Plourde@usa.gknaerospace.com

Address: 1150 West Bradley Ave

El Cajon, CA 92020

Company Name: Jet Airwerks Contact Name: Jerre Williams E-mail: jerre@jetairwerks.com Address: 3015 N Summit St Arkansas City, KS 67005



COMPANY INFORMATION

Please add your company information in the sections below for us to provide service to you. If you have any questions, please contact your Aero Engine Solutions representative. Once completed, return via e-mail. **Vendors:** Please note the requirements under the Quality Control section. **Repair Stations:** Please include a copy of your Operation Specifications and Drug Approval Letter.

Company Legal Name:			
DBA (if different):			
Legal Form: □Corporation □Partnership □Sole Proprietorship □Non-Profit			
Place of Incorporation:		Date of Incorporation:	
Address (line 1):			
Address (line 2):			
City:		State:	
Postal Code:		Country:	
Phone:		Fax:	
Federal Tax ID (FEIN):		"W-9 FORM REQUIRED"	
VAT ID:			
State Sales Tax Resale # (if applicable): "COPY OF RESALE CERTIFICATE REQUIRED"			
TYPE OF BUSINESS			
☐ Airline ☐ ☐ Distributor ☐	□Broker □Manufacturer	☐Government ☐FAA Repair S	
Years in Business:			
Number of Employees:			



COMPLIANCE CONTROL (REQUIRED FOR ALL CUSTOMERS)

al Name and Address of e	ntity:	
ne entity a private, public (or state-owned entity? Clic	k or tap here to enter text.
If a privately held entity (invour certificate of incorpora	cluding, if applicable, state-o ation, good standing certifica	wned), please provide one or more of the following: a copy of te, certificate of formation, or other similar documentation or
or reference to where such please also provide a copy of	information can be easily acc of your certificate of incorpor	ned), please provide a copy of your most recent annual report cessed online. If your annual report is not available in English, ration, good standing certificate, certificate of formation, or good standing.
	areholders/ultimate benef	iciary owner(s). If any shareholder is also a corporation,
Shareholder Name	Percentage	Citizenship of Jurisdiction of Incorporation
ectively exercise control over the control of the c	ver the company (attached idual is a current or former general official" is an employed or honorary office with, or process or instrumentality of an	government official or currently holds any office or position in the conficer or representative of a government or otherwise performs any official duties (whether paid or unpaid) for, any they government, any government-owned or government-
Title (Director or Officer)	Full Name	Government Official (Yes/No. If "Yes", explain)
	he entity a private, public of a privately held entity (in your certificate of incorporate existence and go of publicly traded entity (incorreference to where such please also provide a copy of other similar documentation wide the name(s) of the shapany, etc. Shareholder Name each member of the Boar ectively exercise control or of identify if any listed individual political party. A "governate any elected, appointed dernment, government age trolled entity, or any public trolled entity.	your certificate of incorporation, good standing certificate corporate existence and good standing. If publicly traded entity (including, if applicable state-ow or reference to where such information can be easily accepted a copy of your certificate of incorporate other similar documentation or corporate existence and vide the name(s) of the shareholders/ultimate benefin pany, etc. Shareholder Name Percentage each member of the Board of Directors (if any) as well to be a control over the company (attached or identify if any listed individual is a current or former in political party. A "government official" is an employed as any elected, appointed or honorary office with, or preference, government agency or instrumentality of an attrolled entity, or any public international organization. Title (Director or Full Name)



Has the customer or any present or former owner, partner, director, CEO, President or CFO (if any) of the customer been:

- (a) the subject of export controls or economic sanctions administered by the U.S., EU or U.N.;
- (b) suspended from doing business in any capacity, including but not limited to activities related to violation of the U.S., EU, and UN export controls and economic sanctions;

(c) charged with any criminal act; or (d) the subject of any allegation or investigation misrepresentation, bribery or similar circumstar	of potential trade sanctions or export control violations ces.	, fraud,	
Yes \square No \square If yes, please explain on a sep	rate sheet attached.		
Please identify any parties interested in the transaction (brokers or financiers) who will be paid fees in connection with the transaction. If there are no other such interested parties, please indicate:			
	funds, bank, or third-party financing, etc.). If you will dress of the entity (bank or other). If payments are no	-	
By signing my name below, I hereby certify the that all information provided in this questionn	t I am a duly authorized officer or representative of taire is true and correct.	:he entity and	
Printed Name: (Officer of the Corporation)	Position:		
Signature:	Date:		



CONTACT INFORMATION

ACCOUNTS MANAGER	ACCOUNTS PAYABLE		
Name:	Name:		
Phone:	Phone:		
E-mail:			
CUSTOMER SERVICE MANAGER	RECEIVING MANAGER		
Name:	Name:		
Phone:	Phone:		
E-mail:	E-mail:		
INVOICE E-MAIL:			
PAYMENT INFORMATION			
Name:			
Wire Routing #:			
Swift Code:			
Account #:			
ACH TRANSFER/DIRECT DEPOSIT INFORMATION			
Bank Name:			
Beneficiary Name on Account:			
Account #:			
CREDIT CARD CREDIT CARD INFORMATION			
Name of Cardholder:			
Billing Address:			
City: State:	_ Zip:		
Card Number:			
Security Code: Expirat			



TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing and signed by an authorized employee of Aero Engine Solutions, Inc. (AESI), the following terms and conditions of sale (together with the attached quote or invoice is referred to herein as the "Agreement") applies to all sales of products by AESI to Buyer. Any different or additional terms and conditions proposed by Buyer in its purchase order, or otherwise, are objected to by AESI and shall not form part of the Agreement. Buyer's assent to this Agreement and Buyer's acceptance of all or part of the products ordered shall be conclusive proof of Buyer's failure to reasonably object to any terms and conditions of the Agreement. This Agreement represents the entire agreement of the parties and all proposals, negotiations, representations or agreements made or entered into prior to or contemporaneously with this Agreement, whether verbal or written, are cancelled and superseded by this Agreement.

- 1. TERMS OF SHIPMENT AND ACCEPTANCE. AESI will make products available to Buyer Ex Works (IncoTerms 2010) AESI's warehouse dock or the location of the "drop shipment" noted on AESI's quote or invoice (the "Delivery Location"). Title to any products purchased by Buyer pursuant to the Agreement shall pass at the same time as risk of loss passes to Buyer at the Delivery Location. By accepting products at the Delivery Location, Buyer agrees that the products are free of defects, which a reasonably careful inspection would disclose. All products shall be packed and packaged in accordance with reasonable commercial practice for one-way shipment by air and/or surface transportation.
- 2. PRICES AND TAXES. All quotations are made for immediate acceptance and are subject to change without notice prior to acceptance. Prices are stated in United States Dollars, exclusive of sales, use, excise, customs, duties, value added taxes, goods and services taxes or similar taxes (collectively, "Taxes"), and are subject to any price adjustment necessitated by AESI's compliance with any act of government. Buyer is responsible for all Taxes and other charges arising from the sale, shipment, delivery or use of any products identified in the Agreement and will pay, reimburse, indemnify and hold AESI harmless for any such Taxes or charges that may be levied by any governmental agency on AESI, the products or Buyer as a result of the sale, shipment, delivery, or use of any products.
- **3. PAYMENT AND DELIVERY.** It is specifically understood and agreed that the title to all products listed or included in the foregoing Agreement shall remain with AESI's until full payment of same has been received, and the funds have cleared. All payments shall be made in United States Dollars. All payments shall be made in full prior to shipment of the products; except where AESI has authorized or extended credit terms to Buyer in writing for payment and/or scheduled advance payment, of which, such conditions will be listed on the face the invoice referenced above. AESI reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, AESI may defer further shipment to Buyer or, at its option, cancel the unshipped portion of Buyer's order. Buyer agrees to pay interest on all past due invoices at the highest rate allowable under applicable law.

The Buyer agrees to pay all costs of collection, including all reasonable attorneys' fees in the event it becomes necessary to enforce payment thereof. The maximum interest rate allowable under the Florida law shall be applied to all past due accounts commencing from the due date until the date the invoice amount, plus any accrued interest is paid in full.

- **4. DATE OF SHIPMENT AND DELAY**. Shipping dates are given at the best of AESI's knowledge based upon conditions existing at the time the order is placed, and information furnished by Buyer. AESI will, in good faith, endeavor to ship by the estimated shipping date. AESI is not responsible for any delay or any damage arising from its failure to ship any products by the estimated shipping date. AESI will use commercially reasonable efforts to give timely notice to Buyer of any such event that may delay shipment or delivery of any products and will further use commercially reasonable efforts to endeavor to avoid or remove the cause of any delay (where such delay is in the reasonable control of AESI) and resume performance with minimum delay. The time for delivery will be extended accordingly.
- **5. CANCELLATION OF ORDER BY BUYER: RETURN OF PRODUCTS FOR CREDIT.** Buyer's order may not be modified or rescinded except in writing signed by AESI and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between AESI and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles plus a reasonable profit. In any circumstance, AESI's written consent must be given in advance of Buyer's return of products for credit. All returns for credit must be made within thirty (30) days of purchase. All returns are subject to AESI approval and a 15% restocking fee.
- **6. FORCE MAJEURE.** AESI shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, acts of government, court order, civil unrest, sabotage, adverse weather conditions, labor troubles and shortages of any products, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond AESI's reasonable control.
- **7. LAW AND JURISDICTION.** The definitions of terms used, interpretation of this order, and rights and liabilities of parties hereto shall be construed under and governed by the laws of the State of Florida, U.S.A. and the courts situated in Miami-Dade County Florida shall have non-

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exclusive jurisdiction to hear any dispute arising hereunder. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by AESI in any action to enforce its rights hereunder. The United Nations Convention on Contracts for the International Sale of Products, 1980, and any amendment or successor thereto is expressly excluded from this order. Buyer hereby waives: (a) the right to a jury trial in any and all proceedings; (b) any and all objections to venue and inconvenient forum in the state and federal courts referred to in this section; and (c) any and all objections to service of process by certified mail, return receipt requested.

- **8. TERMINATION.** AESI may terminate the order at any time by written notice to Buyer if Buyer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization or if a receiver, trustee, or custodian is appointed for Buyer or a substantial part of Buyer's property.
- 9. DISCLAIMER OF WARRANTIES. THE PRODUCTS ARE BEING SOLD "AS IS", "WHERE-IS" CONDITION, WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR APARTICULAR PURPOSE). IN NO EVENT SHALL AESI BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMING ANY WARRANTY OF THE PRODUCTS SHALL BE BINDING UPON AESI UNLESS IN WRITING AND SIGNED BY ITS DULY AUTHORIZED OFFICER ORREPRESENTATIVE.
- **10. INDEMNIFICATION.** Buyer shall assume all loss and liability of any nature whatsoever arising out of the use, possession, or resale of said products, and agrees to indemnify, protect, defend and save, and hold AESI, its affiliates and their respective officers, directors, employees and agents ("hereinafter the Indemnitees") harmless with respect to any claim, suit, action or judgment of any kind arising out of such use, possession or resale, regardless of whether caused by the negligent acts (or omissions) of any of the Indemnitees.
- **11. THIRD-PARTY FEES.** AESI and Buyer each indemnifies the other party from liability for fees, commissions or other claims made upon the other by third party brokers or finders when such claims were caused by the indemnifying party.
- 12. LIMITATION OF LIABILITY. AESI'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF OR CONNECTED WITH, OR RESULTING FROM THIS ORDER, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, OR USE OF ANY PRODUCTS COVERED BY OR FURNISHED UNDER THIS ORDER SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE PRODUCT WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON AESI HAVING BEEN IN FULL FOR THE PRODUCT GIVING RISE TO THE CLAIM, BUYER PROVIDING PROMPT WRITTEN NOTICE TO AESI OF ANY CLAIM AND, IN ANY EVENT, WITHIN ONE YEAR FROM THE DATE OF DELIVERY OF THE PRODUCT. IN NO EVENT SHALL AESI BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFIT AND COST OF REPLACEMENT PRODUCTS.
- **13. SEVERABILITY**. Any provision of this order which is prohibited or unenforceable in any jurisdiction shall, only as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such provision shall remain effective in any other jurisdiction. To the extent permitted by applicable law, each party hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.
- **14. ASSIGNMENT AND WAIVER.** Buyer may not assign, in whole or part, the Agreement without prior written consent of AESI. Failure by AESI to assert all or any rights upon breach of this Agreement shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No written waiver of any right shall extend to or affect any other right AESI may possess, nor shall such written waiver extend to any subsequent similar or dissimilar breach.
- **15. EXPORT.** Buyer understands that the products and/or technology to be purchased by it pursuant to this Agreement are subject to export controls under the laws of the United States, including but not limited to: (i) U.S. exports regulations governing the export, transfer, or re-export of U.S. manufactured products, and products containing U.S. components, software, or technology as set forth in the U.S. Export Administration Regulations (EAR), 15 C.F.R. §§ 772 et seq.; (ii) U.S. export regulations and laws restricting U.S. companies and their foreign affiliates and subsidiaries from doing business with certain embargoed countries and entities as set forth in the U.S. Foreign Asset Control Regulations (FACR), 31 C.F.R. §§ 500 et seq.; and (iii) the International Traffic in Arms Regulations, 22
- C.F.R. §§ 120 et seq. Buyer agrees, warrants and represents that it will not export or re-export the products, technology, or products manufactured from the technology that are the subject of this Agreement in violation of the export laws of the United States.
- **16. RECLAIMATION AND RIGHT OF SET-OFF.** This provision shall apply if AESI has: (a) delivered the products to Buyer on credit; or (b) financed the sale of the products to Buyer. As a condition of AESI allowing the Buyer to accept delivery of the products on credit, Buyer represents and warrants to AESI that Buyer is solvent and is not presently a debtor in any bankruptcy case in any court of competent jurisdiction. In the event

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of Buyer's insolvency, the Agreement shall constitute a demand by AESI for reclamation of the products in accordance with Section 2-702 of the Uniform Commercial Code and Section 546(c)(1) of the United States Bankruptcy Code. In the event of Buyer's insolvency, Buyer does hereby waive any defenses to AESI's right to reclamation to the products sold and Buyer shall promptly return possession of the products to AESI. Buyer hereby grants a general lien on and a security interest in, any assets belonging to Buyer and in the possession of AESI as security for the performance of its obligations hereunder or to satisfy any obligation owed by Buyer to AESI under any agreement.

- 17. TRANSPORTATION SECURITY REQUIREMENTS: Buyer agrees to make a good faith effort to require its agents (including, but not limited to, brokers and freight forwarders) to (i) comply with all applicable transportation security laws and regulations, and (ii) provide proper identification and purchase order number when picking up products from AESI.
- **18. ENTIRE AGREEMENT**. The Agreement governs the sale of products by AESI, notwithstanding any different, conflicting, or additional terms or conditions which appear on any purchase order or other business form submitted by Buyer, such different conflicting or additional terms submitted by Buyer will not become a part of the contract of sale between AESI and Buyer and are expressly rejected by AESI.

Acknowledged and Agreed by Buyer:			
Authorized Signature (Purchaser):			
Date:			
Printed Name:			
Title:			

Company Official

Attn:



BLANKET END USE / END USER CERTIFICATION

Re:	Compliance with United States Export Regulations	

It is the policy of Aero Engine Solutions to verify the end use and end user in all sales and repairs of products by Aero Engine Solutions. This also includes all transfers of technical data or software to ensure compliance with applicable U.S. control laws and regulations. Because the articles you are having serviced, and/or software and technology you are purchasing may be exported and used outside of the United States, please confirm the following:

- 1) I (We) will not export or re-export U.S. products, technology or software to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or to any restricted country unless otherwise authorized by the United States Government.
- 2) I (We) will not sell, transfer, export, or re-export any U.S. products for use in activities which involve the development, production, use or stockpiling of nuclear, chemical, biological weapons or missiles, nor use of these products in any facilities which are engaged in activities relating to such weapons.
- 3) I (We) acknowledge that U.S. law prohibits the sale, transfer, export or re-export or other participation in any export transaction involving U.S. products with individuals or companies listed in the U.S. Commerce Department's table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of State's list of individuals debarred from receiving Munitions List items.
- 4) I (We) will abide by all applicable U.S. export control laws and regulations for any products purchased from Aero Engine Solutions and will obtain all licenses or prior approvals required by the U.S. Government prior to export or re-export of U.S. products, software, or technology.
- 5) I (We) agree that the export control documents in No. 1-4 above shall survive the completion, early termination, cancellation or expiration of the applicable purchase order, repair order, agreement, or contract.

Please return completed form to Aero Engine Solutions

Signature	(Company Official):	Date	:
Print Nam	ne:	Company Name:	
Title:	Address 8	Contact Number:	

QUALITY CONTROL





This is to certify that the Quality System of

Aero Engine Solutions

7788 Central Industrial Dr. Suite 1 & 2 West Palm Beach, Florida 33404 UNITED STATES

has met the requirements of the Aviation Suppliers Association's Quality System Standard "ASA-100" and FAA Advisory Circular 00-56B.

Certificate Number: 9105455340-6
Initial Accreditation Date: December 14, 2015
Certificate Issue Date: August 15, 2023
Reaccreditation Date: September 27, 2023
Certificate Expiry Date: September 26, 2026

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Michele Dickstein
President
Aviation Suppliers Association

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