

These Terms and Conditions apply to all Purchase Orders issued by Q1 Aviation Ltd. for Maintenance services, Manufacturing requests and Parts and Material orders in accordance with the Q1 Aviation Ltd. Quality Management System and TCCA approved Maintenance Policy Manual.

1. Price and Delivery

The Supplier agrees to maintain the pricing and delivery schedule as agreed on the purchase order or repair order.

2. Material Substitution

Unauthorized material substitutions are not permitted without written consent by Q1 Aviation Ltd.

3. Reporting Discrepancies

Discrepancies, omissions, and the need for clarifications or interpretations of any nature encountered by Supplier in respect of furnished drawings or engineering data will be brought to the attention of Q1 Aviation Ltd. in writing within 24 hours of the identification of the discrepancy for resolution.

4. Product and Service Conformity

Supplier's acceptance of Q1 Aviation Ltd.'s purchase order or work order certifies that the materials and processes supplied under the purchase order shall be or have been controlled and inspected in accordance with Q1 Aviation Ltd. purchase order or work order and they meet the specified order requirements and referenced specifications and drawings.

The Supplier must provide a Certificate of Conformance signed by the supplier's quality representative attesting that ,where required, applicable drawings, specifications and purchase order requirements detailed on the purchase order have been met. All products and lots must be clearly identified and labeled and must be traceable to and linked to the Certificate of Conformance.

5. Certification of Parts and Goods

All civil aircraft parts received by Q1 Aviation Ltd. must include certification that meets the requirements of Transport Canada AC 571-024 . For New parts or parts being returned to service after maintenance,repair or overhaul a release certificate is required (TCCA Form One,FAA 8130-3, EASA Form One or equivalent)

For Standard Parts , raw materials documentation must establish compliance as well as traceability to the supplier and ultimately the manufacturer of the standard part including a

Certificate of Conformity (C of C) with the name of the manufacturer and the standard to which the standard part complies.

All other goods received by Q1 Aviation shall include at a minimum documentation that includes : (i) Identification of the certifying entity; (ii) Positive identification, including revision issues of specifications, drawings, process requirements, inspection instructions and other relevant technical data as applicable ; (iii) A clear Statement of Quality signed by an authorized individual. The Vendor shall retain records of such certification for audit and grant right of access to the Buyer, its customers, and regulatory authorities.

6. Change in Process, Product or Location

The Supplier shall notify Q1 Aviation Ltd. of intended or actual changes that may affect the quality of delivered goods and services.

This includes Changes to the Quality Management System, the Manufacturing Line, Facility Location, Processes, or Natural Disasters. Quality data and/or approved design data is to be available in the English language.

7. Counterfeit Parts

The Supplier shall certify that only new and authentic materials are used in products or goods delivered to Q1 Aviation Ltd. and that the products/goods delivered contain no counterfeit parts. The Supplier must establish provisions to detect, avoid, incorporate, or send any suspected counterfeit parts. A mechanism for reporting suspected counterfeit parts or un-approved parts must be in place to report any possible occurrence.

8. First Article Inspection

For a new part, A FAI IAW AS9102 may be requested, and the report submitted for approval prior to shipment.

9. Process

Machined and/or sheet metal parts shall be accomplished with detailed test and/or Inspection Reports with each shipment. Actual readings are to be supplied for all quantitative measurements as specified on the purchase order. All supplied materials must meet the applicable airworthiness standards as outlined in the airworthiness manual. Where raw materials are supplied by the vendor, they must be accompanied with a Certificate of Conformance issued by the manufacturer for that material lot and be accompanied by a Material test Report.

10. Shelf-life limited Materials

Materials with limited shelf life (epoxy, paint, adhesives, etc.) shall indicate the date of manufacture, lot number and applicable specification on the container. The Supplier shall supply life limited product with at least **75% of the life remaining**.

11. Control of Drawings & Specifications

The Supplier shall ensure that the drawings and specification are the relevant revision status specified on the purchase order or repair order. The Supplier shall comply with any special requirements requested by Q1 Aviation Ltd. regarding the control of drawings and specification i.e. ITAR compliance.

12. Special Processes

The Supplier shall provide certifications for all special processes performed with each shipment. The certificate shall identify the processor, process used, controlling specification & revision, and the results of test or measurement performed. The Supplier used shall be a Q1 Aviation Ltd. approved supplier for said Processes. These include operations subject to process controls such as coating, joining, heat treating, cleaning, welding etc. The Supplier shall be approved as per above to perform the specific required Special Processes or use Special Process vendors acceptable to Q1 Aviation Ltd.

13. Non-Conforming Products and Material

The Supplier shall obtain Q1 Aviation Ltd.'s prior written approval with respect to the disposition of any nonconforming products or materials supplied, that does not meet engineering drawing or documents under this Agreement or the Purchase Order or repair order. If non-conforming materials are present, and the materials are deemed acceptable for use by the Supplier, it is still the responsibility of the Supplier to inform Q1 Aviation Ltd. so that a determination can be made for the use of said materials.

14. Digital Product Definition (DPD)

Supplier is required to obtain approval as a Digital Product Definition (DPD)-capable supplier if Supplier receives, downloads, and/or uses Computer Aided Design (CAD) geometry in any format.

15. Foreign Object Debris/Damage

Supplier is required to establish and maintain a Foreign Object Debris/Damage (FOD) prevention program that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks.

16. Subcontracting and Supply Chain

The Supplier shall not subcontract all or any of its obligations under the received Purchase Order, without Q1 Aviation Ltd providing prior written consent or if

- the Supplier gives prior written notice of such subcontracting together with the details of the subcontractor to the Purchaser, in which case the Purchaser reserves the right to refuse such subcontracting.

- the Supplier obtains warranties from the subcontractor at least as beneficial as the warranties contained herein including the right of Q1 Aviation Ltd. to a title warranty, such warranties not to expire prior to the warranties provided by the Supplier herein.
- all subcontracts and contracts for the provisions of supply in relation to this Agreement shall be under the sole responsibility of the Supplier as if no such subcontract or supply contract had been entered into and it shall be the Supplier's responsibility to ensure that they are subject to the same terms and conditions as those contained herein and in each Order as relevant to the subcontracted work, including but not limited to "Compliance with Applicable Law", to the extent that they are applicable in order for the Supplier to comply with its obligations;
- in the event that the repair, maintenance and/or overhaul of Defaulting Items is subcontracted to a non TCCA/EASA/FAA approved repair agency, the Supplier shall be certified for this process or procedure under their own TCCA/EASA/FAA approval and ensure that the subcontracted work is carried out by the subcontractor in accordance with the applicable TCCA/EASA/FAA requirements and lastly shall certify this work.
- The Supplier warrants that it will comply with its own payment obligation toward its subcontractors and suppliers in accordance with relevant contractual terms and conditions and in compliance with applicable law. Should it fail to do so, the Supplier shall indemnify and hold Q1 Aviation Ltd. harmless from any action brought by its subcontractors and suppliers against Q1 Aviation Ltd. for any payment claims, direct payment, action for recovery of property or indemnification in relation therewith.
- The Supplier shall be responsible for its subcontractors' compliance with all provisions of this Agreement that are relevant to the subcontracted work.

17. Flow Down to Sub-Tier Suppliers

All applicable requirements, including quality, regulatory, and customer-specific requirements, shall be flowed down to sub-tier suppliers as required by the Purchase Order or work Order either specifically or by reference.

18. Quality Management Systems

Supplier shall maintain a Quality management system that will ensure all goods and services conform to the requirements set out in this Agreement or in the Purchase Order whether manufactured or processed by Supplier or procured from Sub-Tier Suppliers.

19. Calibration Control System

All Inspection Measuring & Test Equipment used by the Supplier during in-process and final inspection to make a compliance evaluation shall be calibrated to the national standard by a company certified to ISO 17025.

20. Supplier Corrective Action

Supplier shall, on request, provide statements of corrective action on nonconformities or failures of Supplier's goods or services.

21. Letter of Disclosure

When a nonconformance is determined to exist or is suspected to exist on goods and/or services provided to Q1 Aviation Ltd. under this Agreement the Supplier shall immediately provide a written Post Delivery Notification Letter or Letter of Disclosure.

22. Documented information

The supplier shall maintain records of inspections, tests, and process controls called for by this Agreement. Unless specified in writing by the Parties, these documents shall be on file, stored and protected in such a manner that they remain legible, readily identifiable, and readily available to Q1Aviation Ltd. for no less than 10 years.

23 Right of Access

Q1 Aviation Ltd., its customers, and regulatory authorities shall be granted the right of access to all Supplier and sub-tier Supplier facilities and records involved in fulfilling the Purchase Order or repair order requirements to ensure conformance with the requirements set out in this Agreement. This shall be done by providing written request and acceptance fifteen (15) working days prior to the visit.

24. Packaging and Handling

Supplier shall pack the Component(s) in accordance good commercial practices for protection against corrosion, oxidation, deterioration and physical damage during shipment. Electrostatic sensitive product shall be packed in an ESD (Electrostatic Discharge) protective bag. In addition, when materials delivered are lot controlled and multiple material lots are shipped, each lot shall be separately packaged and identified. Supplier shall be liable for any damage to Component(s) during shipping due to improper packing by the Supplier. The Supplier and its insurers, if any, will relieve Q1 Aviation Ltd. of responsibility for all risks of loss or damage up until the delivery of the Component(s) to the Facility.

25. Social Responsibility – Ethical Purchasing

Q1 Aviation Ltd. aims to develop strong relationships with our suppliers, based in mutual trust, understanding, and respect. Q1 Aviation Ltd. expects suppliers to ensure that they adopt and implement acceptable safety, environmental, product quality, labour, human rights, social and legal standards in line with our own code of conduct and to ensure these issues are acceptably managed within the supply chain for any products/services supplied to Q1 Aviation Ltd.

PURCHASE ORDER TERMS AND CONDITIONS

Approved By: *Mark Francis*

26. Awareness

Suppliers of Q1 Aviation Ltd. are required to ensure that the top management, employees and subcontractors are aware of:

- Their contribution to product and service conformity
- Their contribution to product safety
- The importance of ethical behaviour

27. Confidentiality

Suppliers shall hold all information received from Q1Aviation Ltd. in confidence and no third-party request for information will be authorized unless approved, in writing, by Q1 Aviation Ltd.

28. Soliciting



The Supplier agrees not to directly or indirectly, hire or Solicit, or in any way entice any employee of Q1 Aviation Ltd. to leave their employment with, or otherwise amend or terminate the terms of their relationship with, Q1Aviation Ltd. or its affiliates. "Solicit" means any direct or indirect act of solicitation, of any nature, including those made without any element of persistence, insistence or pressure.

29. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

30.0 Approval and Authorization

This document is approved and authorized for use within the Q1 Aviation Ltd. Quality Management System and confirms compliance with applicable regulatory requirements.

Position	Name/Signature	Date
PRM/V.P of Maintenance	 Mark Francis	01/17/2026
Purchasing Manager	 Jeff Francis	01/17/2026