



I. APPLICABILITY

The following terms and conditions of sale ("Terms and Conditions") apply to any purchase order covering any products, systems or parts offered for sale ("Part(s)") by VSE Aviation Services, LLC, and its affiliates and subsidiaries ("VSE") to the procuring party ("Buyer") unless and to the extent that a separately negotiated contract executed between the parties is cited on the procuring party's purchase order.

II. PURCHASE ORDERS

(a) Buyer is not obligated to buy any Parts from VSE, and, VSE is not obligated to sell any Parts to Buyer. If Buyer orders Parts from VSE, and VSE delivers Parts to Buyer, these Terms and Conditions will apply to all such purchase and sales transactions.

(b) Any purchase order covering the sale of Parts will be governed solely by these Terms and Conditions and any other mutually agreed upon written provisions. Verbal understandings are not binding on VSE.

(c) VSE's confirmation of Buyer's purchase order is expressly made conditional on Buyer's assent to all of these Terms and Conditions and terms contained in a VSE purchase order acknowledgement. Buyer's acceptance, payment for, or use of Parts constitutes its assent to these Terms and Conditions.

(d) VSE's order acknowledgements do not constitute VSE's acceptance. VSE does not waive any term in these Terms and Conditions if it fails to object to provisions appearing on, incorporated by reference in, or attached to Buyer's purchase order. Any additional or different terms, which may be contained in any documents furnished by Buyer, are deemed material and VSE hereby objects to and rejects them. Any such additional or different terms are effective only if in writing and signed by an authorized representative of both VSE and Buyer.

(e) Buyer's purchase orders must include and be limited to (i) VSE's part number or applicable specifications referenced in VSE's quotation, including a general description of the Part; (ii) requested delivery dates; (iii) price; (iv) quantity; (v) location to which the Part is to be shipped; (vi) where invoices should be sent for payment; (vii) Buyer's purchase order number and VSE's quotation number, if applicable; (viii) Buyer's carrier and mode of transportation plus any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable; and (ix) the end-use and end-user, if known, of the Part ordered and whether the Part will be used for military or quasi-military purposes.

(f) Buyer acknowledges that VSE will be purchasing Parts from third parties according to the specifications Buyer provides to VSE. VSE makes no representation or warranty about the components, composition or sufficiency of Parts to meet Buyer's needs.

III. PRICES

(a) Prices are quoted in United States Dollars and are valid for Part(s) delivered within 30 days of quotation. Prices do not include any non-standard costs, including but not limited to, testing, Buyer-specific certification or inspection requirements, etc., unless specifically stated on VSE's quotation. VSE reserves the right to change or withdraw quoted prices until VSE has accepted Buyer's purchase order.



(b) Buyer's order is subject to VSE's minimum order requirements. VSE reserves the right to limit order quantities for certain Parts.

(c) Prices do not include any taxes or duties on the purchase or sale of Parts, including, but not limited to, federal, state, or municipal excise, sales, use or value added taxes or import duties, if any. Any such taxes and duties that may become due and owing will be paid by Buyer, excluding taxes based upon VSE's gross income. Buyer shall reimburse VSE upon demand for any such taxes, duties or similar charges that VSE is required to pay or collect on behalf of Buyer.

IV. PAYMENT

(a) Provided VSE's Finance department has granted credit terms to Buyer, Buyer will pay all VSE invoices within 30 days of each invoice date. All payment(s) must be made in United States Dollars and must be accompanied by remittance detail containing at a minimum VSE's invoice number and amount paid per invoice. VSE reserves the right to correct any inaccurate invoices. Payments, without deduction for electronic funds transfer fees, must be in accordance with the "Remit To" or other similar field on each invoice.

(b) VSE may establish credit terms with Buyer through application to VSE's Finance department. VSE may re-evaluate Buyer's credit terms at any time. If VSE determines in its sole discretion that Buyer fails to qualify for credit terms at any time, then VSE may, without notice to Buyer, modify or withdraw credit terms including, but not limited to, requiring advance payment, letters of credit, guarantees, or other security.

(c) If Buyer is delinquent in its payment obligations to VSE, VSE may at its option (i) be relieved of its obligations with respect to commitments, including without limitation, turnaround times, spares support and delivery lead-times; (ii) refuse to process any credit to which Buyer may be entitled; (iii) set off any credit or sum owed by VSE to Buyer against any undisputed amount owed by Buyer to VSE; (iv) withhold future deliveries to Buyer; (v) declare Buyer's performance in breach and terminate the purchase order; (vi) repossess Parts for which payment has not been made; (vii) make future deliveries on a cash-with-order or cash-in-advance basis; (viii) charge interest on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (ix) charge storage or inventory carrying fees on Parts; (x) recover all costs of collection including, without limitation, reasonable attorneys' fees; (xi) if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (xii) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

(d) If Buyer disputes VSE's invoice, or any portion thereof, Buyer will so notify VSE within thirty (30) calendar days of the date of VSE's invoice. The parties will use all reasonable efforts to resolve invoice disputes expeditiously. Notwithstanding any invoice disputes, Buyer shall promptly remit payment for invoices, or portions thereof, not in dispute.

(e) VSE may setoff payments made on a purchase order or future purchases for amounts owed on other purchases orders where payment is delinquent.



V. DELIVERY

(a) VSE will prepare and package Parts in accordance with its normal commercial practices. Delivery of Parts shall be Free Carrier (FCA) VSE's facility (Incoterms 2020). Risk of loss and title will pass to Buyer at delivery, which shall be defined as when VSE hands over Parts to the shipper for carriage from VSE's facility.

(b) The Customer is responsible for all shipping costs, customs, duties, taxes and other charges associated with the shipment of the Units to or from VSE's facility. If VSE prepays such transportation charges, Customer will reimburse VSE upon receipt of an invoice for those charges. VSE may charge additional fees for any rush shipments, special routing, packing, labeling, handling or insurance requested by Customer.

The Customer is responsible for payment to the appropriate taxing authority of any and all taxes, duties and customs or other charges which may be imposed by any taxing or other authority, for the performance of Services under the Agreement. If VSE is required to make a payment to any taxing authority rising out of this Agreement the Customer will reimburse VSE for such charges within fourteen (14) days of payment.

(c) VSE shall ship Parts by the mode and carrier designated by Buyer in accordance with the shipping instructions provided in the applicable purchase order. Where Buyer provides no instructions for the method of shipment, the method of shipment will be at VSE's discretion.

(d) VSE will schedule delivery in accordance with its standard lead time unless VSE agrees in writing to a separate delivery date. Buyer's acceptance of late deliveries shall constitute a bar to a claim of late delivery.

VI. ACCEPTANCE

(a) Parts will be deemed accepted unless VSE receives written notice of rejection from Buyer, within ten (10) calendar days of receipt, explaining the basis for such rejection.

(b) Once accepted, Buyer's only recourse or remedy for non-conforming or defective Parts shall be as provided in the warranty section of these Terms and Conditions.

(c) If VSE delivers Parts in excess of Buyer's order, Buyer may either return Parts to or purchase Parts from VSE.

(d) At VSE's option, for rejected Parts, VSE will (i) repair the Part (ii) replace the Part or (iii) credit Buyer with the purchase price. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Parts in transit, except that VSE will reimburse Buyer for normal and reasonable surface shipping costs incurred to return properly rejected Parts to VSE's designated facility. If VSE reasonably determines that rejection was improper, Buyer will pay all expenses relating to the improper rejection. Buyer will comply with VSE's return material authorization policies and will ship returned Parts to VSE suitably packed for shipment to prevent damage in transit in accordance with reasonable shipping



practices. All new and uninstalled Parts that have been rejected must be returned in the original OEM packaging or they will not be accepted by VSE.

VII. TERMINATION/ORDER CANCELLATION/CHANGES

Any changes to a purchase order, including but not limited to, specification, price, delivery time, or interchangeability of any Part can only be made by a change order signed by the authorized representatives of Buyer and VSE.

VIII. NONDISCLOSURE

These Terms and Conditions do not supersede any confidentiality agreement executed by Buyer and VSE that otherwise applies to Parts, services, technical data or other information delivered in connection with any purchase order. In the absence of such confidentiality agreement, Buyer may use VSE's proprietary and/or confidential information ("Proprietary Information") only in relation to the use of VSE's Parts by Buyer or for purposes directly relating to these Terms and Conditions. For purposes of these Terms and Conditions, "Proprietary Information" shall mean any business records, technical information or data of any kind including, but not limited to, all financial information, costs, quotations, price lists, designs, specifications, or drawings, that have been disclosed by VSE, or any other information expressly marked as "Confidential" or "Proprietary" by VSE or any of its suppliers. Proprietary Information shall remain the property of VSE and its suppliers. Buyer may only disclose Proprietary Information to its employees on a need-to-know basis, will protect against its inadvertent disclosure, and will not disclose Proprietary Information to any third party without VSE's prior written consent.

IX. WARRANTY

VSE honors all Manufacturer or MRO entity warranties in effect at the time of purchase of a Part by Buyer. Warranties vary by manufacturer, MRO entity and Part. Ask your sales representative for the applicable warranty for the items being purchased. Returned parts must be unused, in their original packaging, and accompanied by a VSE Aviation Return Material Authorization form. Special order or "non-cancellable" items require management approval prior to return.

VSE's only obligation and Buyer's sole remedy under this warranty is, at VSE's option to (i) repair, (ii) refund the purchase price of, or (iii) replace, the Part that is suffering from a Nonconformance. VSE will pay reasonable transportation costs for warranty returns in an amount not to exceed normal ground shipping charges. Buyer must disposition warranty return Parts in accordance with VSE's written instructions.

Following delivery to Buyer, VSE is not liable under this warranty for any nonconformance or defect resulting from a Part having been exposed or subjected to (i) any alteration, modification, maintenance, repair, installation, handling, transportation, storage, operation or use, that is improper or (ii) any accident, contamination, abuse, neglect, or negligence.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY VSE, INCLUDING, BUT NOT LIMITED TO, ANY



IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL VSE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL VSE, OR ITS SUPPLIER'S LIABILITY TO BUYER, WHETHER IN CONTRACT TORT, OR OTHERWISE, EXCEED THE PRICE PAID BY BUYER FOR THE PURCHASED PRODUCT. NO EXTENSION OF THESE WARRANTIES WILL BE BINDING UPON VSE UNLESS SET FORTH IN WRITING AND SIGNED BY VSE'S AUTHORIZED REPRESENTATIVE.

X. PATENT INDEMNIFICATION

VSE has no control over the technology of the Parts sold herein, and therefore cannot and does not indemnify Buyer for claims by third parties that Parts infringe any patent, copyright, trademark or trade secret. VSE's sole obligation, and Buyer's only remedy, relating to patent, copyright, trademark or trade secret indemnification is, upon Buyer request, to assign or transfer to Buyer all patent, copyright, trademark or trade secret indemnifications of VSE's suppliers and/or manufacturers of Parts to the extent such indemnities are assignable.

THE INDEMNITY, OBLIGATIONS AND LIABILITIES OF VSE AND THE REMEDIES OF BUYER PROVIDED IN THIS SECTION ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER INDEMNITIES, WARRANTIES (EXPRESSED, IMPLIED OR STATUTORY), OBLIGATIONS AND LIABILITIES OF VSE AND RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST VSE WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET INFRINGEMENT.

XI. INDEMNITY

Buyer shall defend, indemnify and hold harmless VSE, its affiliates and subsidiaries and their directors, officers, employees and agents from and against any and all claims, suits, damage, loss, liability, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) resulting from, arising out of, or relating to, directly or indirectly, these Terms and Conditions, violation of any applicable law or regulation, Buyer's activities or contractual relationships with third parties with respect to these Terms and Conditions, or the installation, operation, use, maintenance, repair or modification of Parts, other than such claims as arise from the gross negligence or willful misconduct of VSE.

XII. AFTERMARKET ACTIVITY

VSE's sale of Parts to Buyer does not convey to Buyer any right or license to any present or future patent, trademark, copyright, trade secret or other intellectual property owned, controlled, or licensed by VSE or an OEM nor any right to use VSE or an OEM's Proprietary Information which is incorporated or embodied in Parts other than as set forth in these Terms and Conditions.

XIII. EXCUSABLE DELAYS AND FORCE MAJEURE EVENTS

VSE will not be liable to Buyer for any failure to meet its obligations due to any cause beyond VSE's reasonable control and not occasioned by its fault or negligence (an "Excusable Delay or Force Majeure Event"). Excusable Delay or Majeure Events may include but are not limited to (i) delays or refusals to



grant an export license or the suspension or revocation thereof; (ii) any other acts of any government that would limit the ability for contract performance; (iii) fires, earthquakes, floods, severe weather conditions, or any other acts of God; (iv) quarantines or regional medical crisis or pandemics; (v) labor strikes or lockouts; (vi) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); and (vii) shortages, delays, or inability to obtain materials, components or Parts from any VSE supplier. If an Excusable Delay or Force Majeure Event causes a VSE delay or does not allow performance, then the date of VSE's performance will be extended by the period of such delay or VSE may cancel Buyer's order with respect to such delayed Parts.

XIV. CONFIDENTIALITY

Buyer shall not disclose to any third party the existence of, or any information concerning, the transaction contemplated hereby, nor any pricing of Parts offered hereunder, without first obtaining the written consent of VSE, unless required by law.

XV. ASSIGNMENT

Buyer will not assign any rights nor delegate any obligations under these Terms and Conditions or any portion thereof in whole or in part, by operation of law or otherwise, without VSE's advance, written consent which will not be unreasonably withheld. Any attempt to assign or delegate in violation of this section will be void.

XVI. NOTICES

(a) Notices or non-routine communications between the parties, other than purchase orders, will be in writing, sent by prepaid overnight courier service or email and shall be effective upon receipt by the party to which notice is given.

(b) Notices shall be addressed to the following respective mailing or email addresses of the parties, or such other addresses as the parties may designate by notice from time to time:

- (i) If to VSE: The addresses indicated on VSE's quotation.
- (ii) If to Buyer: To Buyer's addresses on its purchase order.

XVII. WAIVER

The failure or delay of VSE to enforce any of the provisions of these Terms and Conditions shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of VSE to take any action in the future to enforce any provisions hereunder.

XVIII. COMPLIANCE WITH LAWS

Buyer represents and warrants that it will comply in all respects with all laws, rules, regulations, ordinances, proclamations, demands, directives, or other legal requirements that now govern or may hereafter govern the Parts, including but not limited to the US Foreign Corrupt Practices Act, UK Bribery Act and those of all applicable agencies and instrumentalities of the United States and foreign countries. Buyer agrees upon request to furnish VSE with a certificate of compliance relating to any such laws and



regulations in such form as VSE may require. Buyer agrees to indemnify and hold VSE harmless from any liability arising from any failure of Buyer to comply with such laws and regulations.

XIX. EXPORT COMPLIANCE

(a) Buyer represents and warrants that it will comply with all applicable import and export control laws and regulations, including, without limitation, the United States Export Administration Regulation (“EAR”), the United States International Traffic in Arms Regulations (“ITAR”), the United States Office of Foreign Assets Control Regulations, the United States Foreign Trade Regulations, European Union and country-specific import and export regulations including EU and/or country-specific sanctions regimes, and other applicable laws and regulations, and will retain documentation evidencing such compliance. Buyer will obtain import and re-export approvals and licenses required for Parts, transfers, services and technical data delivered and will retain documentation evidencing compliance with those laws and regulations. Buyer agrees to indemnify and hold VSE harmless from any fines, penalties, or other liability imposed by any government entity arising from any failure of Buyer to comply with such laws and regulations.

(b) VSE will not be liable to Buyer for any failure to provide Parts, services, transfers or technical data as a result of government actions that impact VSE’s ability to perform, including, but not limited to (i) any governmental failure to provide, or the cancellation of, export or re-export licenses; (ii) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on VSE’s performance; or (iii) delays due to Buyer’s failure to follow applicable import, export, transfer, or re-export laws and regulations or to assist VSE in acquiring same. Buyer shall not be relieved of its payment obligations if any of the above events occur.

(c) If Buyer designates the freight forwarder for export shipments from the United States or any another country (whichever applicable), then, unless otherwise instructed or notified by VSE, Buyer’s freight forwarder will export on Buyer’s behalf and Buyer will be responsible for any failure of Buyer’s freight forwarder to comply with all applicable export requirements. VSE will provide Buyer’s designated freight forwarder with required commodity information. It is the responsibility of Buyer and Buyer’s freight forwarder to provide an ITN number. Any delays related to receipt of an ITN number from Buyer or Buyer’s freight forwarder will not be the responsibility of VSE.

(d) Where Buyer holds the design authority for a Part or otherwise possesses the relevant export classification for a Part, Buyer shall provide VSE with the relevant export classification data. At VSE’s request, Buyer shall complete all forms requested by VSE to facilitate the exports of Parts in accordance with all applicable laws and regulations. Buyer shall provide updates to VSE in a timely manner as changes occur.

XX. GOVERNING LAW, VENUE AND JURISDICTION

These Terms and Conditions and the transactions arising out of or related to Buyer’s purchase order will be governed by and interpreted in accordance with the laws of the State of Kansas, without regard to conflicts of law principles. This choice of the governing law shall also apply to non-contractual claims, including tort claims, arising out of or related to Buyer’s purchase order. The United Nations Convention



on Contracts for the International Sale of Goods, and any successor thereto, shall not apply. To the fullest extent permitted by law, Buyer hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs these Terms and Conditions and the transactions arising out of or related to Buyer's purchase orders. Venue and jurisdiction for all legal proceedings of any kind or nature brought to enforce or relating to or arising from any provisions of these Terms and Conditions or the transactions arising out of or related to Buyer's purchase order shall lie exclusively in a court of competent jurisdiction in the State of Kansas, and Buyer hereby irrevocably submits to the exclusive jurisdiction of such courts in any such legal proceedings, and hereby expressly and irrevocably waives its rights to any other jurisdiction that may apply by virtue of its present or future domicile or for any other reason. This choice of jurisdiction shall also apply to legal proceedings of any kind or nature brought to enforce any non-contractual claims, including tort claims, arising out of or related to Buyer's purchase order. If Buyer is organized outside the United States, to the extent that Buyer or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise from any legal action, suit or proceeding, or other legal process in any jurisdiction, Buyer for itself and its property does hereby irrevocably and unconditionally waive, and agrees not to assert, plead or claim, any such immunity with respect to its obligations, liabilities or any other matters resulting from or arising under or in connection with these Terms and Conditions and the transactions arising out of Buyer's purchase order. Nothing in these Terms and Conditions are to be construed as excluding any mandatory local law which cannot be excluded.

XXI. LIMITATION OF LIABILITY

ALL LIABILITY OF VSE IS PRECLUDED UNLESS VSE IS LIABLE BECAUSE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, IN NO EVENT WILL VSE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. VSE'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS AND THE TRANSACTIONS ARISING OUT OF BUYER'S PURCHASE ORDER IS LIMITED TO THE CONTRACT PRICE FOR THE SPECIFIC PART OR SERVICE THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE. THESE EXCLUSIONS OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THESE TERMS AND CONDITIONS. THE MAXIMUM LIABILITY OF VSE ARISING OUT OF OR RELATED TO THE SALE OF PARTS UNDER THESE TERMS AND CONDITIONS WILL BE THE VALUE OF THE SPECIFIC PART THAT CAUSED SUCH LIABILITY AND WAS SOLD BY VSE TO BUYER.

NOTWITHSTANDING THE PROVISIONS OF ANY APPLICABLE LIMITATIONS ACT OR OTHER STATUTE, IN NO EVENT SHALL BUYER COMMENCE ANY ACTION ARISING OUT OF THE PURCHASE ORDER OR THE



CONTRACT BETWEEN THE PARTIES LATER THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

XXII. SETOFF

Buyer will not set off any amount, whether or not liquidated, against sums Buyer asserts are due to Buyer, Buyer's parent, subsidiaries, affiliates or other divisions or units under any transaction with VSE, VSE's parent, subsidiaries, affiliates or other divisions or units, whether under these Terms and Conditions or otherwise.

XXIII. SURVIVAL

All provisions of these Terms and Conditions which by their nature should apply beyond completion of Buyer's order will remain in force after the expiration or any termination of these Terms and Conditions.

XXIV. SEVERABILITY

If any provisions of these Terms and Conditions are at any time held to be invalid or unenforceable, such provisions shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of the provisions which shall remain in full force and effect and, in lieu of the invalid or unenforceable provisions, there will be added as part of these Terms and Conditions one or more provisions as similar in terms as may be valid and enforceable under applicable law.

XXV. THIRD PARTY BENEFICIARIES

Except as expressly provided to the contrary in these Terms and Conditions, the provisions of these Terms and Conditions are for the benefit of the parties hereto and not for the benefit of any third party.

XXVI. INDEPENDENT CONTRACTOR

The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these Terms and Conditions. Neither party has the right to bind or obligate the other.

XXVII. HEADINGS

Headings and captions are for the convenience of reference only and do not alter the meaning or interpretation of these Terms and Conditions.