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1. Definitions and Application

In these Terms, “Seller” means Redfab Inc., including its Plane Sights® brand. “Buyer” means the customer or purchaser named on the order. “Goods” means the products and services Seller supplies. “Sales Order” means Seller’s written order confirmation. These Terms apply to all sales by Seller, including quotations, purchase orders, Sales Orders, website orders and blanket purchase orders.

2. Order Acceptance and Order of Precedence

(a) **Contract Review.** Seller reviews each aerospace request for quotation, and again each purchase order on receipt, under its AS9100 contract review process using Contract Review Form 4999. The review covers Buyer’s terms of purchase, quality requirements and flow-down clauses.

(b) **Acceptance.** An order becomes binding when Seller issues a Sales Order or ships the Goods, whichever comes first. Seller’s acceptance is conditional on Buyer’s agreement to these Terms, as modified by the Sales Order.

(c) **Buyer’s Terms.** Where Buyer’s purchase order includes or references Buyer’s terms of purchase, Seller reviews them in contract review. The Sales Order records any exceptions Seller takes. Buyer’s terms then apply as accepted in the Sales Order. These Terms apply to any matter Buyer’s terms do not address.

(d) **No Published Terms.** Where Buyer does not publish or supply terms of purchase, these Terms govern the order.

(e) **Precedence.** If documents conflict, they apply in this order: (1) the Sales Order, including any exceptions it states; (2) Buyer’s terms of purchase, to the extent accepted in contract review; and (3) these Terms. Pre-printed terms on Buyer’s forms, portals or acknowledgements that Seller has not reviewed and accepted do not apply.

(f) **Retail Orders.** These Terms apply to retail orders placed through PlaneSights.com, by phone or by email.

3. Quotations, Pricing and Currency

(a) **Quotations.** Quotations are valid for the period stated on the quotation.

(b) **Currency.** Seller prices in Canadian dollars (CAD), US dollars (USD) or euros (EUR). The Sales Order states the currency for each order. Buyer pays in that currency.

(c) **Taxes.** Prices exclude taxes. Buyer pays all applicable sales, use, goods and services and harmonized sales taxes unless Buyer provides a valid exemption certificate.

4. Payment Terms

(a) Payment terms are net thirty (30) days from the invoice date, unless Seller approves other terms in writing or the Sales Order states otherwise.

(b) Payments of 10,000 or more in the invoice currency must be made by wire transfer.

(c) Seller bills credit card orders at the time of shipment.

(d) Payment does not depend on Buyer’s ability to collect funds from any other party.

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(e) Buyer represents that it is solvent when it places each order. If Seller determines that Buyer's financial condition requires it, Seller may require full or partial payment before manufacture or shipment.

(f) If Buyer fails to pay when due, Seller may suspend performance and withhold shipments on any order.

(g) Seller may apply payments to any outstanding invoice unless Buyer directs otherwise in writing.

5. Late Payment Charges

(a) **Interest.** Overdue amounts bear interest from the due date at 2% per month, calculated and compounded monthly. This equals a nominal rate of 24% per year and an effective annual rate of 26.82%.

(b) **Administrative Fee.** Seller may charge a one-time administrative fee of $25 on each overdue invoice.

(c) **Maximum Lawful Rate.** Total interest and fees on any overdue amount will never exceed the maximum rate the law allows. If a charge would exceed that rate, Seller will reduce it to the maximum lawful amount.

(d) **Reissued Invoices.** Seller may reissue an overdue invoice to show accrued interest and fees.

(e) **Collection Costs.** Buyer pays Seller's reasonable legal fees and court costs incurred to collect overdue amounts.

6. Lead Times

Lead times are estimates, not guarantees. The quotation or Sales Order states the lead time for each order and governs if it differs from this section. Seller will notify Buyer of any expected delay. Current targets are:

(a) **Retail Stock Products.** For PlaneSights.com orders, Seller aims to ship within two (2) business days, excluding weekends and Canadian statutory holidays.

(b) **Dealer and Wholesale Orders.** About two (2) weeks.

(c) **Custom Manufactured Products.** About eight (8) weeks.

(d) **Halder Products.** See Section 12.

7. Shipping Methods and Carriers

(a) **Carrier Selection.** Seller selects the carrier and service unless Buyer ships on its own account under paragraph (e). Current shipping rates and service options appear on Seller's websites or in the quotation.

(b) **United States.** Seller ships to the United States by Chit Chats, with USPS final delivery, or by FedEx. Chit Chats shipments are subject to the carrier's declared-value limit. Seller may split orders above that limit or route them by courier. Any shipment to the United States with a declared value over USD 500 ships by FedEx International Economy or an equivalent cross-border express service.

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(c) **Canada and International.** Seller ships within Canada and to destinations outside the United States by Canada Post, Chit Chats or courier. Shipments outside North America may move by international postal service and may take six (6) to eight (8) weeks.

(d) **Ground-Only Services.** Carriers may refuse, delay or return cross-border shipments sent by FedEx Ground or similar ground-only services. Seller is not responsible for added freight, return charges or delays when Buyer selects such a service.

(e) **Buyer's Carrier Account.** Buyer may ship on its own FedEx, DHL or other carrier account that Seller approves. Buyer must arrange this with Seller before Seller processes the order.

(f) **UPS.** Seller does not ship by UPS.

8. Delivery, Title and Risk of Loss

(a) **Delivery.** Delivery occurs when Seller releases the Goods to the carrier at Seller's facility in Orillia, Ontario, Canada. This applies whether Buyer's carrier collects the Goods or Seller arranges and prepays the freight.

(b) **Title and Risk.** Title and risk of loss pass to Buyer when Seller releases the Goods to the carrier.

(c) **Incoterms.** Shipments on Buyer's carrier account ship Incoterms® 2020 FCA Seller's facility, Orillia, Ontario. Shipments Seller prepays ship Incoterms® 2020 CPT Buyer's named destination. Under both terms, risk passes to Buyer when Seller releases the Goods to the first carrier.

(d) **Transit Claims.** Seller will work with Buyer and the carrier to resolve any loss, damage or delay in transit, and to recover or replace Goods where practical. For shipments Seller prepays, Seller will file and pursue the carrier claim for Buyer. For shipments on Buyer's carrier account, Buyer files the claim with its carrier, and Seller will supply packing records, photographs and shipping documents on request. Buyer remains responsible for paying for the Goods while a claim is pending.

(e) **Notice.** Buyer must report visible damage, shortage or non-delivery to Seller in writing within five (5) business days of delivery or of the carrier's estimated delivery date. Buyer should note visible damage on the carrier's delivery receipt where one is offered. Late notice may prevent recovery from the carrier.

(f) **Goods Not Collected.** If Buyer's carrier does not collect the Goods within ten (10) business days after Seller notifies Buyer they are ready, risk passes to Buyer. Seller may then invoice the Goods and charge reasonable storage.

9. Duties, Tariffs and Surtaxes

(a) **Buyer Pays.** Buyer pays all duties, tariffs, import taxes, brokerage fees and government charges in the destination country, unless the quotation, Sales Order or website checkout states that Seller prepays them.

(b) **Retail Prepaid Duties.** For PlaneSights.com retail orders where duties are prepaid through Seller's shipping platform, Seller lists those charges separately on the order. Where Seller prepays tariffs for Buyer, Seller documents the amounts and credits them back to Buyer where applicable.

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(c) **Steel and Aluminum Surtaxes.** Some Goods are made of or contain steel, stainless steel or aluminum, including adapters and receivers. These Goods may attract added duties or surtaxes, such as US Section 232 steel and aluminum derivative duties or similar measures in other countries. Buyer pays all such duties and surtaxes on every order, even where Seller prepays other charges. If Seller pays any such charge for Buyer, Buyer will reimburse Seller on invoice.

(d) **Changes in Rates.** Duty and tariff rates change often. Buyer bears any new or increased duty, tariff or surtax in force when the Goods are imported.

10. Customs Classification

(a) **Good-Faith Classification.** Seller assigns tariff classifications (HS and HTSUS codes) in good faith, based on product characteristics, Harmonized System principles and published customs rulings. These authorities support Seller's classifications but are not a binding customs ruling for Seller's products.

(b) **Buyer Confirms.** Seller states its proposed classification on the pro forma invoice. Buyer must review and confirm the classification on receipt of the pro forma invoice and before import. Buyer may direct Seller to use a different classification. Seller will use Buyer's classification on request and is not responsible for its result.

(c) **Printed Safety Products.** Seller classifies qualifying printed REMOVE BEFORE FLIGHT safety streamers under HTSUS 4911.99.8000, Other Printed Matter. Their primary purpose is to communicate an essential aviation safety warning. The vinyl-coated nylon serves as a durable printing substrate, and the grommets allow temporary installation. The printed warning, not the textile substrate, determines the product's essential nature and intended use. Seller will provide the supporting customs rulings on request.

(d) **Final Classification.** Final classification rests with the customs authority of the importing country. Importers and their customs brokers are responsible for entry classification, duties and import requirements. Buyer must notify Seller promptly of any discrepancy or requested correction.

11. CUSMA/USMCA Origin

(a) **Origin by Product.** Seller determines origin product by product under the rules of origin of the Canada-United States-Mexico Agreement (CUSMA, known in the United States as USMCA). Seller applies the rule that governs each product's tariff classification. Depending on the product, this may be a tariff shift rule, a regional value content (RVC) test under the net cost or transaction value method, or both.

(b) **Certification.** Seller certifies origin only on a CUSMA/USMCA certification of origin that names specific products. Seller issues certifications on request, per shipment or as a blanket certification covering up to twelve (12) months. A product is originating only if a certification names it.

(c) **Redfab Products.** Seller completes all manufacturing of Redfab products in Orillia, Ontario, and sources most materials from approved suppliers in the United States.

(d) **Distributed Products.** Products Seller distributes but does not manufacture, including Erwin Halder KG products, are not CUSMA/USMCA originating unless a certification states otherwise.

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(e) **Records.** Seller keeps the records that support each certification for at least five (5) years.

12. Erwin Halder KG Products

(a) **Distribution.** Seller is the authorized Canadian distributor of Erwin Halder KG standard and aerospace product lines.

(b) **Lead Time.** Seller consolidates inbound Halder shipments from Germany about every two (2) weeks. Transit time varies with export scheduling, customs clearance and carrier performance. Buyer should confirm required delivery timing with Seller before ordering.

(c) **Shipment.** Halder products ship from Seller's Orillia facility under Section 8 once received into Seller's inventory.

(d) **Quality.** Where applicable, Halder products are made under EN9100-certified aerospace quality management systems and supplied with full manufacturer traceability and certification documents.

(e) **Warranty.** Halder products carry Halder's warranty, subject to Halder's terms and conditions published on the Erwin Halder KG website. Seller will work with Buyer on any warranty claim. Seller may connect Buyer with the right contact at Halder or, at Seller's option, honour the warranty through Seller.

(f) **Returns.** Halder products are excluded from the restocking privilege in Section 18.

13. Materials, Production and Records

Seller makes Redfab products in an AS9100 and ISO 9001 certified facility, using a single continuous-flow Toyota Sewing System (TSS) unit production cell. Single-piece flow allows in-line correction, immediate defect detection and team ownership of quality. Seller keeps material and production control records, including batch and lot numbers, manufacturer certifications and test results for materials that meet MIL, NAS, ISO or equivalent specifications. Seller retains these records for at least five (5) years, or longer where Buyer's purchase terms, regulations or flow-down clauses require.

14. Inspection and Acceptance

(a) Where an order provides for inspection or testing, it takes place at Buyer's receiving point or another agreed location.

(b) Buyer must give Seller written notice of any rejection or nonconformance promptly, and no later than ten (10) days after receipt. If Buyer does not, Buyer is deemed to have accepted the Goods.

(c) On receiving notice, Seller will have a reasonable opportunity to inspect the Goods.

15. Non-Conforming Goods

(a) If Goods do not conform to the written contract specifications, Seller will, at its option and on written notice, replace them or refund the price paid for them. This is Buyer's sole remedy for non-conforming Goods.

(b) Buyer may not return Goods without Seller's written return authorization under Seller's return authorization procedure.

(c) Seller does not accept penalties or fines for non-conforming Goods or late delivery.

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16. Installments and Quantities

(a) Unless the order states otherwise, Seller may deliver in installments. Seller invoices each installment separately, and Buyer pays each as billed.

(b) If Buyer fails to pay an installment when due, Seller may stop further deliveries. A delay in one installment does not relieve Buyer of its duty to accept the remaining installments or pay invoices when due.

(c) For shipments over fifty (50) pieces, Seller may ship up to five percent (5%) over or under the ordered quantity, unless Buyer specifies otherwise. Buyer pays for the quantity shipped.

17. Order Changes, Cancellation and Rescheduling

(a) Accepted orders are binding. Buyer may not cancel, suspend, reschedule or change an accepted order without Seller's written consent.

(b) If Buyer cancels, reschedules or repudiates an accepted order, Buyer pays Seller's reasonable losses. Seller will determine these losses reasonably, based on the stage of production, supplier commitments, percentage of completion and Seller's efforts to mitigate. They may include:

(i) materials bought or committed;

(ii) non-cancellable supplier purchase orders and commitments;

(iii) work in progress;

(iv) tooling, programming, fixtures and special equipment bought for or allocated to the order;

(v) engineering, administrative and procurement costs; and

(vi) a reasonable share of overhead and contribution margin.

(c) Where Goods are custom, non-standard or non-cancellable by Seller's supplier, Seller's losses may equal the full order price.

(d) Seller will determine any refund, acting reasonably, after it assesses recoverable materials and mitigation.

18. Authorized Dealer and Distributor Restocking

(a) Seller may, at its discretion, offer a restocking privilege to approved dealers and distributors buying standard catalogue products identified by Redfab part numbers.

(b) The privilege covers only non-custom, unmodified standard catalogue products that are new, unused, undamaged, resaleable and in original packaging. It excludes products made to Buyer's specification, special orders, non-standard materials, Erwin Halder KG products and items marked non-cancellable or non-returnable.

(c) Returns earn account credit only. Seller issues no cash, wire or cheque refunds. Credit equals the original purchase price less outbound freight and return freight. Buyer prepays return freight.

(d) Every return needs Seller's prior written authorization and passes inspection on receipt. Seller may refuse credit for goods that are obsolete, discontinued, damaged, improperly

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stored or incomplete, or that are returned more than ninety (90) days after original shipment, unless agreed in writing.

(e) This privilege supports stocking distributors who carry inventory risk for end-user demand. Seller may change, suspend or withdraw it at any time on written notice.

19. Blanket Purchase Orders

(a) All releases under a blanket purchase order (BPO) must ship within the calendar year in which Buyer issues the BPO, and no later than December 15 of that year. If December 15 falls on a weekend or statutory holiday, the deadline is the preceding business day.

(b) Buyer must provide firm delivery schedules for all BPO releases. Rescheduling, deferring or cancelling a scheduled release with less than sixty (60) days' written notice is a material change and may incur cancellation charges under Section 17.

(c) Where Seller makes, buys or allocates inventory in reliance on a BPO or release schedule, Buyer pays carrying costs on unscheduled or deferred quantities. Carrying costs accrue at 22% per year, compounded monthly (an effective annual rate of 24.36%), from the original scheduled ship date until shipment or cancellation.

(d) If Buyer fails to give timely scheduling instructions, Seller may invoice completed or allocated product according to the original release schedule.

20. Warranty

(a) **Plane Sights® Products.** Seller warrants that Redfab-manufactured Plane Sights® products are free from defects in materials and workmanship for two (2) years from the date of purchase.

(b) **Warranty Remedy.** If a qualified defect or nonconformance appears during the warranty period, Seller will replace the product at its cost. Buyer must contact Seller for a return authorization before returning any product.

(c) **30-Day Retail Satisfaction.** Retail customers may return standard stock products for any reason within thirty (30) days of purchase. Contact Seller at (949) 273-2909 or ops@planesights.com for a return authorization. Buyer pays return shipping. Seller refunds the purchase price less the shipping Buyer paid. Custom, personalized and made-to-order products are excluded.

(d) **Halder Products.** See Section 12(e).

21. Disclaimer and Limitation of Liability

(a) **THE WARRANTIES IN SECTIONS 12 AND 20 ARE EXCLUSIVE. TO THE EXTENT THE LAW ALLOWS, SELLER DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(b) **SELLER IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, BUYER'S PROCESSING OR LABOUR COSTS, PENALTIES, FINES OR LOSS OF GOODWILL.**

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(c) **SELLER'S TOTAL LIABILITY FOR ANY CLAIM ARISING FROM AN ORDER WILL NOT EXCEED THE PRICE BUYER PAID FOR THE GOODS THAT GAVE RISE TO THE CLAIM.**

(d) These limits apply whether a claim arises in contract, tort, negligence or otherwise. They do not limit any liability the law does not allow Seller to limit.

22. Intellectual Property

(a) **Patents.** Redfab products are protected by the patents listed at https://planesights.com/about-us/

(b) **Seller's Property.** Seller keeps all rights in its designs, drawings, artwork, tooling, fixtures and programs, including those developed for Buyer's orders, unless a written agreement assigns them to Buyer.

(c) **Buyer-Supplied Artwork.** Buyer warrants that it has the right to use any logo, trademark, artwork or specification it supplies. Buyer will indemnify Seller against any claim that Goods made to Buyer's artwork or specifications infringe a third party's rights.

23. Export Controls

Buyer will comply with all export control and sanctions laws of Canada, the United States and other applicable countries when it uses, exports or re-exports the Goods or related technical data. Buyer will not send Goods to any prohibited destination, end user or end use. Buyer will give Seller any end-use or end-user information Seller requests. Seller may refuse or delay any order that it believes may breach these laws.

24. Quality Requirements and Counterfeit Parts

(a) **Quality System.** Seller operates a quality management system certified to AS9100 Rev D and ISO 9001. Seller accepts Buyer's quality clauses and flow-down requirements only as reviewed in contract review and stated on the Sales Order.

(b) **Counterfeit Parts.** Seller supplies only new, genuine parts made by Seller or bought from the original manufacturer or approved suppliers with full traceability. Seller maintains counterfeit parts prevention controls under its AS9100 quality system.

(c) **Quality Documents.** Seller supplies certificates of conformance, first article inspection reports and other quality documents when the Sales Order lists them. Fees may apply.

25. Security Interest

Until Buyer pays in full for the Goods, Buyer grants Seller a purchase-money security interest in the Goods and their proceeds to secure payment. Seller may register this interest under the Personal Property Security Act (Ontario) or the equivalent law in Buyer's jurisdiction, including the Uniform Commercial Code. Buyer will sign any document Seller reasonably requests to perfect it.

26. Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control. These include war, terrorism, civil unrest, pandemic or epidemic, government orders, sanctions, tariffs or other trade measures, fire, flood, severe weather, labour disputes, carrier or postal strikes, customs holds, utility or internet failures, and supplier delays caused by such events. The affected party will notify the other promptly and resume performance as soon as practical. If a delay lasts more than ninety (90) days, either party may cancel the affected part of

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the order by written notice. Force majeure does not excuse Buyer's duty to pay for Goods shipped or for costs incurred under Section 17.

27. Governing Law and Venue

The laws of the Province of Ontario and the federal laws of Canada that apply in Ontario govern these Terms and every order, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties submit to the exclusive jurisdiction of the Ontario courts sitting in Barrie, Ontario, including the Small Claims Court. Seller may also bring a claim for payment in any court with jurisdiction over Buyer.

28. General

(a) **Entire Agreement.** These Terms, with the quotation and the Sales Order, form the entire agreement for each order. They replace prior discussions about that order. Changes must be in writing and accepted by Seller.

(b) **Severability.** If a court finds any provision unenforceable, the court will enforce it to the maximum extent the law allows, and the rest of these Terms remain in effect.

(c) **Waiver.** Seller's failure to enforce a provision does not waive it.

(d) **Assignment.** Buyer may not assign an order without Seller's written consent.

(e) **Notices.** Notices must be in writing and sent by email, courier or registered mail. Notices to Buyer go to the address on the Sales Order. Notices to Seller go to ops@planesights.com or to Seller's address on the Sales Order.

(f) **Electronic Records.** The parties may form orders and give notices by email and electronic signature.

(g) **Consumer Rights.** Nothing in these Terms limits rights a consumer has under consumer protection law that cannot be waived. Where such law applies, the affected provision applies only to the extent the law allows.

(h) **Updates.** Seller may update these Terms. The revision in effect when Seller issues the Sales Order applies to that order.

THANK YOU FOR THE OPPORTUNITY TO SUBMIT OUR PROPOSAL FOR YOUR REQUIREMENTS. WHEN FAVOURED WITH YOUR ORDER IT WILL RECEIVE PROMPT AND CAREFUL ATTENTION.

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Jan 24, 2025

Section 1.0.4 changes for USMCA.

Feb 11, 2026 (Rev C)

Section 1.3.2: Updated Flat Rate carrier to Chit Chats.

Section 1.0.3: Added Erwin Halder KG EN9100 manufacturing reference.

Sections 1.0.10A, B, C: Added revised cancellation provisions and Blanket Purchase Order scheduling and inventory carrying cost terms.

Oct 24, 2026 (Rev D), Michael Moore

All: Full redraft in plain language. Sections renumbered 1 to 28. Defined Seller, Buyer, Goods and Sales Order. Removed duplicate shipping and FOB text.

Section 2: Order acceptance tied to AS9100 contract review on Form 4999. Added order of precedence for Buyer's terms of purchase. These Terms govern where Buyer publishes no terms.

Section 3: Pricing in CAD, USD or EUR, as stated on the Sales Order. Replaces USD-only pricing.

Section 5: Late interest restated with nominal (24%) and effective (26.82%) annual rates. Administrative fee reduced from $60 to $25. Added maximum lawful rate clause.

Section 6: Lead times updated: retail stock 2 business days, dealer and wholesale about 2 weeks, custom about 8 weeks. Replaces the 60-day custom target.

Section 7: Shipping rates and retail upgrade offer moved to website and quotations. UPS explanation removed; UPS still not used.

Section 8: Title and risk pass on release to any carrier, including Seller-prepaid freight. FOB replaced with Incoterms 2020 FCA and CPT. Added transit claims support, 5-day notice and uncollected goods terms. Replaces Rev C 1.0.6, 1.0.8 and FOB text in 1.3.

Section 9: Buyer pays steel, stainless steel and aluminum surtaxes on all orders.

Section 10: Added customs classification clause. Buyer confirms classification on the pro forma invoice. Removed fixed HS code 8803.30.00.60.

Section 11: CUSMA/USMCA origin determined and certified per product. Removed blanket origin claim. Halder products identified as non-originating.

Section 12: Consolidated Halder terms. Halder products carry Halder's warranty.

Section 17: Seller's "sole" discretion replaced with a reasonableness standard.

Section 19: Corrected cancellation cross-reference. Stated effective annual carrying cost rate (24.36%).

Section 20: Return contact changed to office line (949) 273-2909. 30-day return limited to retail stock products.

Section 21: Added disclaimer of implied warranties. Liability capped at the price of the Goods.

Sections 22 to 28: Added IP and artwork terms, export controls, quality and counterfeit parts, security interest, force majeure, Ontario law with Barrie venue and CISG exclusion, and general provisions.

Footer: Page count now updates automatically.