

Quote Terms and Conditions:

Terms and Conditions for Domestic Customers

1. **Quote Validity:** Prices quoted are valid for 45 days.
2. **Invoicing:** GRT will invoice upon shipment of items.
3. **Payment Terms:** Payment to GRT will be due Net 30 days from the date of invoice. Late payments will incur a 1.5% monthly surcharge.
4. **Warranty:** Products shall be free from defects for one (1) year. If a defect is found, the product may be returned for repair or replacement. This warranty does not apply to third-party products. Seller disclaims all implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
5. **Cancellations:** A cancellation fee of 25% to 100% will apply depending on timing and work completed.
6. **Delivery Terms:** Delivery terms shall be FCA (Incoterms 2010) Seller's facility. Risk of loss and title to the goods shall pass to Buyer at the FCA point upon delivery to the carrier designated by Buyer at Seller's facility.
7. **Evaluation and Inspection Period (Custom):** A 90-day evaluation period is provided on all custom designs. "Custom" items are defined as products with a specific part number created uniquely for a customer. During the evaluation period, any changes needed to bring the GRT hardware, firmware, or software into compliance with the statement of work will be completed at no charge. Beyond the 90-day evaluation period, the customer accepts the design as meeting the requirements as defined by the statement of work. Design changes after the evaluation period, or not covered by the statement of work, will be quoted.
8. **Evaluation and Inspection Period (COTS):** A 30-day acceptance period is provided for all Commercial-Off-The-Shelf (COTS) items, commencing upon delivery. COTS items are defined as standard products with established part numbers. During this period, the customer shall inspect and test the product to verify compliance with the applicable specifications. Unless the customer provides written notice of nonconformance within the 30-day period, the product shall be deemed accepted. After acceptance, all sales are final, and any remedies shall be limited to those provided under GRT's standard warranty. No modifications to COTS items are included unless otherwise agreed in writing.
9. **Lead Time:** Lead times are dependent on resource loading and will be confirmed ARO.
10. **Buyer Responsibility for Product Suitability:** Upon purchase, the Buyer confirms having assessed and validated the product's suitability for their specific applications per the product datasheet and standard specifications. It is understood that the items quoted are Commercial Off-The-Shelf (COTS) not tailored for use in safety-critical applications and the responsibility for ensuring the appropriateness of these products for buyer-specific applications lies solely with the buyer.
11. **Commercial Off-The-Shelf (COTS) Products and Supplier Flow-Down:** GRT's products are commercial products, or commercially available off-the-shelf (COTS) products as defined by FAR 2.101. As such, items are pre-manufactured, and parts are stocked in advance. GRT flows down requirements to suppliers according to our quality documents QMS-721-R and QMS-720-R, found at www.greatrivertech.com/compliance . GRT does not impose additional customer supplied requirements to our suppliers in these cases.
12. **FAR/DFAR Compliance for Commercial Products:** GRT adheres to DFAR 252.244-7000 which is applicable to our commercial products and commercially available off-the-shelf (COTS) products. A detailed overview of GRT's compliance to FARs and DFARs can be viewed at www.greatrivertech.com/compliance .
13. **Order of Precedence:** This price proposal constitutes the Seller's complete offer to the Buyer. Buyer purchase orders placed against this price proposal represent the Buyer's acknowledgement

of, and agreement with, all terms and conditions set forth herein. In all cases, the terms and conditions indicated herein shall supersede those of the Buyer's purchase order. Seller's fulfillment of any order, including shipment of goods or performance of services, shall not be deemed acceptance of any terms or conditions contained in the Buyer's purchase order that are inconsistent with or in addition to those set forth herein.

14. **IP Core Non-Compete Requirement:** For IP Core products, customers must sign a non-compete agreement indicating that they will not use the IP core to develop competing products to those offered by GRT.
15. **Confidential Information:** All non-public information provided by Seller, including but not limited to specifications, pricing, designs, and technical data, shall be considered confidential. Buyer agrees not to disclose, use, or permit the use of such Confidential Information for any purpose other than the evaluation, integration, and use of the products provided by Seller without prior written consent. This obligation shall survive the completion, termination, or expiration of any agreement between the parties.
16. **Security Interest:** Buyer grants to Seller a purchase money security interest in all goods supplied under this agreement, together with any proceeds thereof, to secure full payment of the purchase price and any other amounts owed to Seller. Buyer agrees to take all actions reasonably requested by Seller to perfect and maintain such security interest. Title to the goods shall remain with Seller until full payment has been received.
17. **Limitation of Liability:** Seller's total aggregate liability arising out of or related to this agreement shall not exceed the total amount paid by Buyer for the goods or services giving rise to the claim. In no event shall Seller be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of use, or loss of data, even if advised of the possibility of such damages.
18. **Force Majeure:** Seller shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, strikes, labor disputes, supply shortages, transportation delays, or governmental actions. In such events, Seller's performance obligations shall be suspended for the duration of the delay, and Seller shall have a reasonable period to resume performance.
19. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.
20. **Payment Collection Costs:** In the event that Buyer fails to make payment when due, Buyer agrees to reimburse GRT for all reasonable costs incurred in collecting such amounts, including but not limited to attorneys' fees, court costs, collection agency fees, and any other related expenses, to the fullest extent permitted by law.
21. **Termination for Cause:** GRT may, upon written notice to Buyer, immediately terminate this Agreement (in whole or in part) if Buyer (i) fails to make any payment when due, (ii) becomes insolvent, (iii) makes an assignment for the benefit of creditors, or (iv) files or has filed against it any petition under bankruptcy or insolvency laws that is not dismissed within a reasonable period of time.
22. **Survival of Terms:** Any provisions of this Agreement which by their nature should survive termination or expiration shall so survive, including, without limitation, provisions relating to payment obligations, confidentiality, intellectual property, limitation of liability, indemnification, governing law, and dispute resolution.

Terms and Conditions for Domestic Customers – Credit Card Payments

1. **Quote Validity:** Prices quoted are valid for 45 days.
2. **Invoicing:** GRT will require prepayment via credit card.
3. **Payment Terms:** Payments will be due at the time of placing a PO.
4. **Warranty:** Products shall be free from defects for one (1) year. If a defect is found, the product may be returned for repair or replacement. This warranty does not apply to third-party products. Seller disclaims all implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
5. **Cancellations:** A cancellation fee of 25% to 100% will apply depending on timing and work completed.
6. **Delivery Terms:** Delivery terms shall be FCA (Incoterms 2010) Seller's facility. Risk of loss and title to the goods shall pass to Buyer at the FCA point upon delivery to the carrier designated by Buyer at Seller's facility.
7. **Evaluation and Inspection Period (Custom):** A 90-day evaluation period is provided on all custom designs. "Custom" items are defined as products with a specific part number created uniquely for a customer. During the evaluation period, any changes needed to bring the GRT hardware, firmware, or software into compliance with the statement of work will be completed at no charge. Beyond the 90-day evaluation period, the customer accepts the design as meeting the requirements as defined by the statement of work. Design changes after the evaluation period, or not covered by the statement of work, will be quoted.
8. **Evaluation and Inspection Period (COTS):** A 30-day acceptance period is provided for all Commercial-Off-The-Shelf (COTS) items, commencing upon delivery. COTS items are defined as standard products with established part numbers. During this period, the customer shall inspect and test the product to verify compliance with the applicable specifications. Unless the customer provides written notice of nonconformance within the 30-day period, the product shall be deemed accepted. After acceptance, all sales are final, and any remedies shall be limited to those provided under GRT's standard warranty. No modifications to COTS items are included unless otherwise agreed in writing.
9. **Lead Time:** Lead times are dependent on resource loading and will be confirmed ARO.
10. **Buyer Responsibility for Product Suitability:** Upon purchase, the Buyer confirms having assessed and validated the product's suitability for their specific applications per the product datasheet and standard specifications. It is understood that the items quoted are Commercial Off-The-Shelf (COTS) not tailored for use in safety-critical applications and the responsibility for ensuring the appropriateness of these products for buyer-specific applications lies solely with the buyer.
11. **Commercial Off-The-Shelf (COTS) Products and Supplier Flow-Down:** GRT's products are commercial products, or commercially available off-the-shelf (COTS) products as defined by FAR 2.101. As such, items are pre-manufactured, and parts are stocked in advance. GRT flows down requirements to suppliers according to our quality documents QMS-721-R and QMS-720-R, found at www.greatrivertech.com/compliance . GRT does not impose additional customer supplied requirements to our suppliers in these cases.
12. **FAR/DFAR Compliance for Commercial Products:** GRT adheres to DFAR 252.244-7000 which is applicable to our commercial products and commercially available off-the-shelf (COTS) products. A detailed overview of GRT's compliance to FARs and DFARs can be viewed at www.greatrivertech.com/compliance .
13. **Order of Precedence:** This price proposal constitutes the Seller's complete offer to the Buyer. Buyer purchase orders placed against this price proposal represent the Buyer's acknowledgement of, and agreement with, all terms and conditions set forth herein. In all cases, the terms and conditions indicated herein shall supersede those of the Buyer's purchase order. Seller's fulfillment of any order, including shipment of goods or performance of services, shall not be deemed acceptance of any terms or conditions contained in the Buyer's purchase order that are inconsistent with or in addition to those set forth herein.

14. **IP Core Non-Compete Requirement:** For IP Core products, customers must sign a non-compete agreement indicating that they will not use the IP core to develop competing products to those offered by GRT.
15. **Confidential Information:** All non-public information provided by Seller, including but not limited to specifications, pricing, designs, and technical data, shall be considered confidential. Buyer agrees not to disclose, use, or permit the use of such Confidential Information for any purpose other than the evaluation, integration, and use of the products provided by Seller without prior written consent. This obligation shall survive the completion, termination, or expiration of any agreement between the parties.
16. **Security Interest:** Buyer grants to Seller a purchase money security interest in all goods supplied under this agreement, together with any proceeds thereof, to secure full payment of the purchase price and any other amounts owed to Seller. Buyer agrees to take all actions reasonably requested by Seller to perfect and maintain such security interest. Title to the goods shall remain with Seller until full payment has been received.
17. **Limitation of Liability:** Seller's total aggregate liability arising out of or related to this agreement shall not exceed the total amount paid by Buyer for the goods or services giving rise to the claim. In no event shall Seller be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of use, or loss of data, even if advised of the possibility of such damages.
18. **Force Majeure:** Seller shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, strikes, labor disputes, supply shortages, transportation delays, or governmental actions. In such events, Seller's performance obligations shall be suspended for the duration of the delay, and Seller shall have a reasonable period to resume performance.
19. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.
20. **Payment Collection Costs:** In the event that Buyer fails to make payment when due, Buyer agrees to reimburse GRT for all reasonable costs incurred in collecting such amounts, including but not limited to attorneys' fees, court costs, collection agency fees, and any other related expenses, to the fullest extent permitted by law.
21. **Termination for Cause:** GRT may, upon written notice to Buyer, immediately terminate this Agreement (in whole or in part) if Buyer (i) fails to make any payment when due, (ii) becomes insolvent, (iii) makes an assignment for the benefit of creditors, or (iv) files or has filed against it any petition under bankruptcy or insolvency laws that is not dismissed within a reasonable period of time.
22. **Survival of Terms:** Any provisions of this Agreement which by their nature should survive termination or expiration shall so survive, including, without limitation, provisions relating to payment obligations, confidentiality, intellectual property, limitation of liability, indemnification, governing law, and dispute resolution.

Terms and Conditions for International Customers

1. The quoted prices are valid for 45 days.
2. **Invoicing:** GRT will invoice upon shipment of items.
3. **Payment Terms:** Payment to GRT will be due Net 30 days from the date of invoice. Late payments will incur a 1.5% monthly surcharge.
4. **Warranty:** Products shall be free from defects for one year. If a defect is found, the product can be returned for repair or replacement.
5. **Cancellations:** A cancellation fee of 25% to 100% will apply depending on timing and work completed.
6. **Evaluation and Inspection Period (Custom):** A 90-day evaluation period is provided on all custom designs. "Custom" items are defined as products with a specific part number created uniquely for a customer. During the evaluation period, any changes needed to bring the GRT hardware, firmware, or software into compliance with the statement of work will be completed at no charge. Beyond the 90-day evaluation period, the customer accepts the design as meeting the requirements as defined by the statement of work. Design changes after the evaluation period, or not covered by the statement of work, will be quoted.
7. **Evaluation and Inspection Period (COTS):** A 30-day acceptance period is provided for all Commercial-Off-The-Shelf (COTS) items, commencing upon delivery. COTS items are defined as standard products with established part numbers. During this period, the customer shall inspect and test the product to verify compliance with the applicable specifications. Unless the customer provides written notice of nonconformance within the 30-day period, the product shall be deemed accepted. After acceptance, all sales are final, and any remedies shall be limited to those provided under GRT's standard warranty. No modifications to COTS items are included unless otherwise agreed in writing.
8. **Delivery Terms:** Delivery terms shall be FCA (Incoterms 2010) Seller's facility. Risk of loss and title to the goods shall pass to Buyer at the FCA point upon delivery to the carrier designated by Buyer at Seller's facility.
9. **Lead Time:** Lead times are dependent on resource loading and will be confirmed ARO.
10. **Buyer Responsibility for Product Suitability:** Upon purchase, the Buyer confirms having assessed and validated the product's suitability for their specific applications per the product datasheet and standard specifications. It is understood that the items quoted are Commercial Off-The-Shelf (COTS) not tailored for use in safety-critical applications and the responsibility for ensuring the appropriateness of these products for buyer-specific applications lies solely with the buyer.
11. **Buyer Responsibility for Product Suitability:** This price proposal constitutes the seller's complete offer to the buyer. Buyer purchase orders placed against this price proposal represent the buyer's acknowledgement of, and agreement with, all terms and conditions set forth herein. In all cases, terms and conditions indicated herein shall supersede those of the buyers purchase order. Any additional terms and conditions required by the buyer must be negotiated in advance and clearly referenced within Great River's price proposal.
12. **IP Core Non-Compete Requirement:** For IP Core products, customers must sign a non-compete agreement indicating that they will not use the IP core to develop competing products to those offered by GRT.
13. **Export Compliance:** Before PO can be accepted, international customers must provide a completed end use and end user disclosure, provided with GRT Quote.
14. **Confidential Information:** All non-public information provided by Seller, including but not limited to specifications, pricing, designs, and technical data, shall be considered confidential. Buyer agrees not to disclose, use, or permit the use of such Confidential Information for any purpose other than the evaluation, integration, and use of the products provided by Seller without prior written consent. This obligation shall survive the completion, termination, or expiration of any agreement between the parties.

15. **Security Interest:** Buyer grants to Seller a purchase money security interest in all goods supplied under this agreement, together with any proceeds thereof, to secure full payment of the purchase price and any other amounts owed to Seller. Buyer agrees to take all actions reasonably requested by Seller to perfect and maintain such security interest. Title to the goods shall remain with Seller until full payment has been received.
16. **Limitation of Liability:** Seller's total aggregate liability arising out of or related to this agreement shall not exceed the total amount paid by Buyer for the goods or services giving rise to the claim. In no event shall Seller be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of use, or loss of data, even if advised of the possibility of such damages.
17. **Force Majeure:** Seller shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, strikes, labor disputes, supply shortages, transportation delays, or governmental actions. In such events, Seller's performance obligations shall be suspended for the duration of the delay, and Seller shall have a reasonable period to resume performance.
18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.
19. **Payment Collection Costs:** In the event that Buyer fails to make payment when due, Buyer agrees to reimburse GRT for all reasonable costs incurred in collecting such amounts, including but not limited to attorneys' fees, court costs, collection agency fees, and any other related expenses, to the fullest extent permitted by law.
20. **Termination for Cause:** GRT may, upon written notice to Buyer, immediately terminate this Agreement (in whole or in part) if Buyer (i) fails to make any payment when due, (ii) becomes insolvent, (iii) makes an assignment for the benefit of creditors, or (iv) files or has filed against it any petition under bankruptcy or insolvency laws that is not dismissed within a reasonable period of time.
21. **Survival of Terms:** Any provisions of this Agreement which by their nature should survive termination or expiration shall so survive, including, without limitation, provisions relating to payment obligations, confidentiality, intellectual property, limitation of liability, indemnification, governing law, and dispute resolution.

Terms and Conditions for Collins Aerospace

POs must reference: "Master Terms Agreement and TCs – CW2335992