

**APPENDIX D-4**  
**Beneficiary Eligible Mitigation Action Certification**

**BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION**

Beneficiary State of Indiana

Lead Agency Authorized to Act on Behalf of the Beneficiary Indiana Department of Environmental Management  
*(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)*

|   |   |
|---|---|
| <b>Action Title:</b>                                  | R5 - Onroad and Nonroad Awards (Delta Airlines)   |
| <b>Beneficiary's Project ID:</b>                      | R5 - Delta Airlines Electric GSEs Replacements  |
| <b>Funding Request No.</b>                            | <i>(sequential)</i> 145   |
| <b>Request Type:</b><br>(select one or more)          | <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Advance<br><input type="checkbox"/> Other (specify): _____                   |
| <b>Payment to be made to:</b><br>(select one or more) | <input type="checkbox"/> Beneficiary<br><input checked="" type="checkbox"/> Other (specify): <u>Grantee: Delta Airlines as detailed in Attachment A</u> |
| <b>Funding Request &amp; Direction (Attachment A)</b> | <input type="checkbox"/> Attached to this Certification<br><input checked="" type="checkbox"/> To be Provided Separately                                |

**SUMMARY**

|  |  |
|--|--|
| <b>Eligible Mitigation Action</b>  | <input checked="" type="checkbox"/> Appendix D-2 item (specify): <u>Category 7: Airport Ground Support Equipment</u> |
| <b>Action Type</b>   | <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):                          |
| <b>Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):</b><br>See Appendix D-4 Summary Details attachment.   |  |
| <b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b><br>See Appendix D-4 Summary Details attachment.  |  |
| <b>Estimate of Anticipated NOx Reductions (5.2.3):</b><br>See Appendix D-4 Summary Details attachment.   |  |
| <b>Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):</b><br>See Appendix D-4 Summary Details attachment. |  |
| <b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2).</b><br><b>See Appendix D-4 Summary Details attachment.</b>   |  |
| <b>Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).</b><br>See Appendix D-4 Summary Details attachment.   |  |
| <b>Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).</b><br><b>See Appendix D-4 Summary Details attachment.</b>  |  |

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).  
See Appendix D-4 Summary Details attachment.

**ATTACHMENTS**  
(CHECK BOX IF ATTACHED)

- |                                     |              |  |
|-------------------------------------|--------------|--|
| <input checked="" type="checkbox"/> | Attachment A | Funding Request and Direction.   |
| <input checked="" type="checkbox"/> | Attachment B | Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).   |
| <input checked="" type="checkbox"/> | Attachment C | Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).   |
| <input checked="" type="checkbox"/> | Attachment D | Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.] |
| <input type="checkbox"/>            | Attachment E | DERA Option (5.2.12). [Attach only if using DERA option.]  |
| <input type="checkbox"/>            | Attachment F | Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.] |

**CERTIFICATIONS**

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary State of Indiana, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: December 10, 2025



[NAME] VALERIE TACHIRIS

[TITLE] DEPUTY GENERAL COUNSEL

Indiana Department of Environmental Management

[LEAD AGENCY]

for

State of Indiana

[BENEFICIARY]

## Appendix D-4 Summary Details

### **Eligible Mitigation Action Type:**

Category 7: Airport Ground Support Equipment

### **Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):**

Indiana will generally fund all eligible mitigation action (EMA) types included in Appendix D-2 of the national consent decree. The Mission Statement and Overall Goals are described below:

In promoting the reduction of emissions of NO<sub>x</sub>, the Indiana Volkswagen Environmental Mitigation Trust Fund Program will prioritize sustainable projects that are transformative, positively impacting the environment, enhancing the health and well-being of residents, and promoting Indiana's growing economy.

The Program will focus on technological change and advancement with resiliency and favoring use of domestic fuel, where possible.

The goals of the Indiana Volkswagen Mitigation Trust Program include:

- Improving air quality across Indiana through cost-effective NO<sub>x</sub> emission reduction strategies
- Maximizing diesel emission reductions across Indiana, while considering various categories of sensitive populations as areas of specific focus
- Providing appropriate considerations to projects that have diesel emission reductions that go beyond just NO<sub>x</sub>, including PM<sub>2.5</sub>, hydrocarbons (HC), carbon monoxide (CO), and carbon dioxide (CO<sub>2</sub>)
- Encouraging leveraging of project partner funds with VW Trust funds to further the reach of the Indiana program

### **Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):**

This project is for the purpose of purchase, installation, operation and maintenance of five (5) 2024 model-year, or newer, U.S. EPA emission compliant battery-electric-powered airport ground support equipment that will REPLACE five (5) of the Grantee's model year 1992-2009 existing diesel-powered airport ground support equipment that will be used for the same purpose. The replacement vehicles will be located and primarily operated in Indianapolis, Indiana.

Battery-electric-powered airport ground support equipment dramatically improve air quality and the quality-of-life conditions for operators, technicians, and citizens in the areas of operation due to notably lower tailpipe emissions in addition to less noisy engine operations.

The lifetime estimated emission reductions of pollutants according to U.S. EPA's Diesel Emission Quantifier (DEQ) include 2.236 tons of nitrogen oxides (NOx) and 0.056 tons of fine particulate matter (PM2.5).

**Estimate of Anticipated NOx Reductions (5.2.3):**

Over the lifetime of this airport ground support equipment, U.S. EPA's DEQ model estimates this project will result in a NOx reduction of 2.236 tons.

**Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):**

Indiana Department of Environmental Management

**Describe how the Beneficiary will make documentation publicly available (5.2.7.2):**

In October of 2017, IDEM published a website with specific information on the national mitigation trust as well as the Indiana program. The website included an opportunity to sign up for automated updates to make sure interested parties were always kept apprised of any changes made to the program website. This web portal will be the location for all information related to the Indiana Volkswagen Mitigation Trust Program.

**Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8):**

Indiana will use Volkswagen Mitigation Trust funds to reimburse non-government-owned fleet and equipment owners at the levels specified in Appendix D-2 of the national mitigation trust. IDEM will also use Volkswagen Mitigation Trust funds to reimburse government-owned fleets and equipment at the same level as non-government owned fleet and equipment owners, as opposed to the full cost reimbursement permitted by Appendix D-2.

Specifically, for this project, the Indiana Volkswagen Mitigation Trust Program will cover up to 49% of the total project cost while the Grantee and/or other programs covers the remaining 51%.

**Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):**

The Indiana Department of Environmental Management notified representatives as identified in Appendix D-2 of the national consent decree via email in March of 2018.

**If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):**

Not applicable to this specific project.

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**Attachment B Details**

**Project Schedule and Milestones:**

|   |                                       |
|---|---------------------------------------|
| Indiana announces Round 5 - Onroad and Nonroad funding opportunity via online Request for Proposals (RFP) | February 16, 2024                     |
| Deadline for Round 5 – Onroad and Nonroad program applications  | April 30, 2024                        |
| Indiana notifies applicants of award decisions  | June 18, 2024                         |
| Funding Agreement between Indiana and Grantee is fully executed   | August 31, 2024                       |
| Grantee project implementation  | August 31, 2024 to September 30, 2025 |

|   |   |
|---|---|
| Indiana reviews programmatic, financial, and other materials for compliance with Appendix D-2 of the national consent decree  | Ongoing                                 |
| Indiana submits Appendix D-4 to Trustee to initiate payment to Grantee in accordance with Payee Contact and Wire Information form along with other supporting documentation | December 15, 2025                       |
| Indiana coordinates with Trustee on any questions or issues that arise related to the submitted Appendix D-4  | December 15, 2025 to D-4 approval       |
| Trustee responds to Indiana Appendix D-4  | Within 60 days of submittal             |
| Trustee disburses payment to Grantee  | Within 15 days of Appendix D-4 approval |

**Project Budget:**

| <b>Project Description</b>   | <b>Indiana VW Mitigation Trust Grant Not to Exceed Total</b> | <b>Grantee Cost Share Not Less than Total</b> | <b>Project Total</b> |
|--|--|---|----------------------|
| <p>Task A</p> <p>The purchase, installation, operation and maintenance of five (5) 2024 model-year, or newer, U.S. EPA emission compliant battery-electric-powered airport ground support equipment that will REPLACE five (5) of the Grantee’s model year 1992-2009 existing diesel-powered airport ground support equipment that will be used for the same purpose. The replacement vehicles will be located</p> | 183,917.00   | \$197,003.00                                  | \$380,920.00         |

|  |     |     |      |
|--|-----|-----|------|
| and primarily operated in Indianapolis, Indiana. |     |     |      |
| Percentage                                       | 49% | 51% | 100% |

**State of Indiana Total Trust Allocation:**

|  |                 |
|--|-----------------|
| 1) State of Indiana's Total Trust Allocation                               | \$45,953,516.04 |
| 2) Obligated Awards from Previous D-4 Submittals                           | \$34,481,221.96 |
| 3) State of Indiana's Net Remaining Allocation Prior to this D-4 Submittal | \$11,472,294.08 |
| 4) Current D-4 Funding Request Total                                       | 183,917.00      |
| 5) State of Indiana's Remaining Allocation After this D-4 Submittal        | \$11,288,377.08 |

**Projected Allocation Totals per Project Type:**

|  | <b>Total per Category</b> | <b>Annually Based on Expected Project Reimbursements</b> |
|--|---------------------------|--|
| <b>Total Trust</b>                               | \$40,935,880.59           | NA   |
| <b>To EV (15%) over 5 years (2021 to 2025)</b>   | \$6,140,382.09            | \$2,046,794.03   |
| <b>To Admin (3%) over 5 years (2020 to 2025)</b> | \$1,228,076.42            | \$307,019.11   |
| <b>To EMAs (82%) over 5 years (2020 to 2025)</b> | \$33,567,422.08           | \$11,189,140.69  |

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**Projected Trust Allocations:**

|  | <b>2020</b>    | <b>2021</b>    | <b>2022</b>    | <b>2023</b>    | <b>2024</b>     | <b>2025<br/>(4/30/2025+)</b> |
|--|----------------|----------------|----------------|----------------|-----------------|------------------------------|
| 1) Anticipated Annual Project Funding Request to be paid through the Trust                     | \$3,996,653.40 | \$4,841,603.20 | \$5,174,086.48 | \$7,563,755.37 | \$15,000,000.00 | \$13,948,221.89              |
| 2) Anticipated Annual Cost Share (Administrative Costs)  | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00          | \$0.00                       |
| 3) Anticipated Total Project Funding by Year (Line 1 + Line 2)                                 | \$3,996,653.40 | \$4,841,603.20 | \$5,174,086.48 | \$7,563,755.37 | \$15,000,000.00 | \$13,948,221.89              |
| 4) Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation | \$3,895,454.40 | \$4,710,898.20 | \$5,165,086.48 | \$7,494,846.85 | \$5,817,947.20  | \$2,475,927.81               |
| 5) Current Beneficiary Project Funding to be paid through the Trust (Line 1)                   | \$101,199.00   | \$130,705.00   | \$9,000.00     | \$68,908.52    | \$424,000.00    | 183,917.00                   |

|  |                 |                 |                 |                 |                 |                 |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 6) Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (Line 4 + Line 5)             | \$3,996,653.40  | \$4,841,603.20  | \$5,174,086.48  | \$7,563,755.37  | \$6,241,947.20  | \$2,659,844.81  |
| 7) Beneficiary Share of Estimated Funds Remaining in Trust at Beginning of Year                              | \$40,935,880.59 | \$36,939,227.19 | \$32,097,623.99 | \$26,923,537.51 | \$19,359,782.14 | \$13,948,221.89 |
| 8) Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (Line 7 – Line 6) | \$36,939,227.19 | \$32,097,623.99 | \$26,923,537.51 | \$19,359,782.14 | \$13,117,834.94 | \$11,288,377.08 |

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### **Attachment C Details**

#### **Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11):**

The Indiana Department of Environmental Management (IDEM) is committed to meet the reporting requirements as detailed in Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries. Specifically, this subparagraph states:

“For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress

implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action.

Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt."

IDEM will meet these obligations in coordination with our project partners. Project partners are obligated to provide IDEM the necessary information for reports to the Trustee through the Funding Agreements between IDEM and each project partner. This language states:

#### **"4. Implementation and Reporting Requirements**

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may rescind the award.

B. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement."

#### **Attachment D Details**

**Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6):**

Detailed in the following pages:





1030 Delta Blvd.  
Atlanta, GA 30354

| Your Order Number | Customer Number | Billing Date | Terms | Due Date   | Business Number | Invoice Number | Station |
|-------------------|-----------------|--------------|-------|------------|-----------------|----------------|---------|
|                   | 1015207         | 10/31/2025   | NT30  | 11/30/2025 | 8001            | 91181120       | ATG     |

INDIANA DEPT OF ENVIRONMENTAL MGMT  
ATTN: SHAWN SEALS  
OFFICE OF AIR QUALITY  
MAIL CODE 61-50  
100 NORTH SENATE AVENUE  
INDIANAPOLIS, IN 46204-2251

| WIRE/ACH  | CHECK         | OVERNIGHT DELIVERY                                       |
|---|---------------|--|
| Delta Air Lines, Inc.<br>JPMorgan Chase Bank<br>ABA [REDACTED]<br>Acct [REDACTED]<br>SWIFT [REDACTED] | WIRE/ACH ONLY | Delta Air Lines<br>1030 Delta Blvd.<br>Atlanta, GA 30354 |

| Amount Due in USD | Amount Enclosed |
|-------------------|-----------------|
| 183,917.00        |                 |

For wire payments email remittance details to [ARTrade.delta@delta.com](mailto:ARTrade.delta@delta.com) and include invoice number in the reference field



1030 Delta Blvd.  
Atlanta, GA 30354

## INVOICE

| Your Order Number | Customer Number | Billing Date | Terms | Due Date   | Business Number | Invoice Number | Station |
|-------------------|-----------------|--------------|-------|------------|-----------------|----------------|---------|
|                   | 1015207         | 10/31/2025   | NT30  | 11/30/2025 | 8001            | 91181120       | ATG     |

| Item   | Transaction Date | Service   | Quantity | Sales Unit | Unit Price | Total      |
|--------|------------------|---|----------|------------|------------|------------|
| 000010 | 10/30/2025       | Invoice to receive grant funds related to installation of new electric equipment chargers.<br><br>TLD : CLU 10004638 -2 TLD Jet-16 Bag Tugs : \$111,102.00<br>TLD : CLU 10004576 - 3 TLD Jet-16 Bag Tugs : \$166,653.00<br>AVEREST : IN_25000111 - 1 80V GSE3-315 : \$20,633.00<br>AVEREST : IN_25000231 - 4 80V GSE3-315 : \$82,532.00<br>Total : \$380,920.00<br><br>Final amount | 1        | EA         | 183,917.00 | 183,917.00 |
|        |                  |   |          |            |            | 183,917.00 |

Past due amounts are subject to late charges. All bank charges imposed by the remitting bank are the responsibility of the customer.  
Please ensure that the full invoiced amount is remitted without any deductions for bank fees.

| Amount Due in USD |
|-------------------|
| 183,917.00        |



TLD America Corporation  
812 Bloomfield Ave.  
Windsor, CT 06095

Invoice  
CLU 10004576

Original  
Date 2025-04-23  
Page 1 / 2

|  |                              |  |                                   |
|--|------------------------------|--|-----------------------------------|
| <b>Customer</b>  |                              | <b>Delivery Point</b>  |                                   |
| DELTA AIR LINES, INC.<br>PO BOX 20526<br>ATLANTA, GA 30320<br>UNITED STATES OF AMERICA |                              | DELTA AIR LINES INC<br>7899 SOUTH SERVICE ROAD<br>INDIANAPOLIS, IN 46241<br>UNITED STATES OF AMERICA |                                   |
| Sales Representative   | :Austin Redd                 | Our Tax Number   | : 13-2554618                      |
| Telephone  | :                            | Our IRN Registration Number  | :                                 |
| E-mail   | :austin.redd@tld-america.com | Your ID  | : [REDACTED] Delta Air Lines Inc. |
| Sales Office   | :                            | Your Tax Number  | : 5 [REDACTED]                    |
| Telephone  | :                            | Your IRN Registration Number   | :                                 |
| E-mail   | :                            |  |                                   |

|   |                     |                              |
|---|---------------------|------------------------------|
| <b>Customer Tax and Registration Data</b> |                     |                              |
| <b>Country</b>                            | <b>Jurisdiction</b> | <b>Identification Number</b> |
| US  |                     | [REDACTED]                   |

| Invoice Line      | Item            | Order Unit | Quantity | Price USD | Tax Rate | Tax Amount | Discount | Total USD  |
|-------------------|-----------------|------------|----------|-----------|----------|------------|----------|------------|
| 1                 | SOL37851 JET-16 | EA         | 3.0000   | 55,551.00 |          | 0.00       | 0.00     | 166,653.00 |
| Item Description  |                 | : JET-16   |          |           |          |            |          |            |
| Customer Order    |                 | : 2815278  |          | Order     | :        | 300000852  | 10       |            |
|                   |                 |            |          | Shipment  | :        | 051766232  | 10       |            |
| Country of Origin |                 | :          |          | HS Code   | :        |            |          |            |
| Serial Number     |                 | :          |          |           |          |            |          |            |
|                   |                 | T102931    |          |           |          |            |          |            |
|                   |                 | T102933    |          |           |          |            |          |            |
|                   |                 | T102935    |          |           |          |            |          |            |

| TAX SUMMARY   |         |                       |                      |       |                  |                  |
|---------------|---------|-----------------------|----------------------|-------|------------------|------------------|
| Tax Authority | Exempt  | Exemption Certificate | Taxable Amount [USD] | Rate  | Tax Amount [USD] | Tax Amount [USD] |
| State         | INDIANA | Yes                   | 166,653.00           | 7.000 | 0.00             | 0.00             |

| Goods      | Costs | Discount | Settlements | Taxable Amount | Total Tax Amount | Total      |
|------------|-------|----------|-------------|----------------|------------------|------------|
| 166,653.00 | 0.00  | 0.00     | 0.00        | 166,653.00     | 0.00             | 166,653.00 |

Payment Terms : Net 45 Days  
Delivery Terms : EXW FACTORY LOCATION



TLD America Corporation  
812 Bloomfield Ave.  
Windsor, CT 06095

# Invoice

**CLU 10004576**

Please state with your payment : CLU/1 [REDACTED]

Please Remit to : TLD AMERICA  
HSBC BANK USA, N.A.

International Bank Account Number:  
Swift Code : [REDACTED]  
Bank Account : [REDACTED]  
US Routing Number (ABA) : [REDACTED]  
Due On : 2025-Jun-7 166,653.00 USD

## **GENERAL TERMS AND CONDITIONS OF SALE**

(b)

These general terms and conditions of sale (hereinafter the "GTC") govern the relationship between TLD, which for purposes of these GTC shall mean the relevant TLD entity (the "Seller"), and the customer, (hereinafter "Buyer"), whenever products, including new equipment, second-hand equipment, or spare parts (hereinafter the "Equipment") and services are sold to the Buyer. The placement by the Buyer of an order with the Seller implies the express acceptance of these GTC, which the Buyer acknowledges having read and understood. The Buyer acknowledges having accepted them without reserves or limitations. Any special or general clause, contrary to or different to these GTC, set forth in the special or general conditions of any document presented by the Buyer, and, in particular, in the Buyer's general terms and conditions of purchase, if any, not expressly accepted by the Seller, shall not be binding on the Seller. In the event of any discrepancies between these GTC and the Seller's specific terms, as set out in an offer, a quotation or a specific agreement presented by the Seller, the provisions of such specific terms shall prevail over these GTC.

### **ARTICLE 1 - ORDERS**

**1.1** An order placed with the Seller must be in the form of a written purchase order. The issuance of a purchase order by the Buyer shall be deemed as evidence and authentication of the Buyer's acceptance of these GTC. Without prejudice to the foregoing and regardless of the existence of a purchase order, any other form of confirmation or acceptance of these GTC will bind the Buyer to the terms and conditions set forth herein.

**1.2** A binding sales contract will be formed when the Seller accepts the Buyer's purchase order by sending a Sales Order Acknowledgement ("SOA"), or an acknowledgment copy of an issued order, to the Buyer. The Buyer hereby acknowledges that an order may be rejected by the Seller for any reasonable motive, including, but not limited to, Buyer's historical performance of payment to the Seller, other suppliers and creditors.

### **ARTICLE 2 – EQUIPMENT MODIFICATION**

The specifications and all technical documents of an Equipment to be purchased by the Buyer are subject to updates and modification in order to adapt and continuously improve it. Should any modification be carried out on the Equipment manufactured by the Seller (or any of Seller's affiliates), the latter shall under no circumstances be obliged to carry out any such modification to the Equipment of the same type previously delivered to or ordered by the Buyer.

### **ARTICLE 3 - TERMS OF PAYMENT**

**3.1** The specific terms and conditions of payment, including payment method, invoice payment term and late payment interest rate, shall be set forth in Seller's offer, quotation or any other document sent, or expressly agreed, by the Seller. Any expenses incurred due to the chosen payment method shall be borne by the Buyer. No payment will be deemed received until the full amount has been credited to the Seller's bank account.

**3.2** In case a down-payment is agreed by the Parties, the Buyer shall not have the possibility of retracting an order in return for abandoning such down-payment. The Seller shall always be entitled to require the Buyer to take delivery of the Equipment ordered and to pay its full price.

**3.3** Unless previously authorized in written by the Seller, the Buyer may not deduct or offset, regardless of the reason, any amounts from the payments due to the Seller.

**3.4** In case of a payment default that results in Seller engaging in any collection procedure (whether judicially or extrajudicially), the Buyer shall be responsible for the Seller's costs and expenses related to such collection procedure, including reasonable attorneys' fees.

**3.5** In the event of late payment or failing settlement of one or several invoices, the Seller may grant, at its own choice, a reasonable grace period to the Buyer by means of a formal notice and, if payment is not made in full within such period, the Seller may: (i) cancel the supply of the Equipment and/or services; (ii) suspend the processing of any ongoing orders; (iii) demand the immediate payment of any outstanding amount owed by the Buyer; (iv) execute any existing payment guarantees; (v) demand entire upfront payment or a guarantee from the Buyer for any future orders; or (vi) require the immediate return of the Equipment, if it has been already delivered, in which case the Buyer will bear the costs and expenses of such return. In case any of Seller's rights set forth in this provision requires the Buyer to take any action, the Buyer hereby agrees to immediately take such action and cooperate with the Seller.

**3.6** Regardless of the existence of an ongoing payment default, the Seller shall be entitled to demand payment guarantees (deposit or any other legally accepted guarantee) in the event of any acknowledgement, by the Seller, of information on the Buyer's financial situation or any other information that indicates that there is a risk of future payment default of any amounts related to existing or future orders.

### **ARTICLE 4 - PRICES**

Prices are quoted net (excluding packaging and any other duties or taxes). The price set forth in the invoice shall be the price indicated on the purchase order, unless the delivery is made after the Delivery Date (as defined in Article 5.3) due to a Buyer's fault, in which case Seller shall also be entitled to include in the invoice any storage expenses, as defined in Article 5.4 "b" of these GTC.

### **ARTICLE 5 - DELIVERY AND SHIPPING**

**5.1** The Seller's offer, quotation or any other document sent, or expressly agreed, by the Seller shall define the Incoterm applicable to the purchase. Each Party's liabilities regarding delivery and shipping shall be in accordance with the chosen Incoterm and the provisions below shall apply to any chosen Incoterm. Risk related to the Equipment is transferred to the Buyer upon delivery, unless otherwise stated in the chosen Incoterm.

**5.2** The Buyer may inform the Seller of the date it requires the Equipment to be delivered pursuant to the chosen Incoterm. The Seller shall make reasonable commercial efforts to respect the delivery date, which is hereby agreed that is not of the essence. Delivery dates shall be automatically extended in the case of delays due to a force majeure event in accordance with the terms of Article 14 hereunder or the Buyer's failure to provide the Seller with adequate delivery instructions or any other information that are relevant to the supply of the Equipment. Otherwise, the Seller shall not be liable for any delay in delivery of the Equipment, which shall be in accordance with the customary tolerances accepted in the industrial sector of Seller.

**5.3** Notwithstanding the Buyer's requested date of delivery, as set forth in Article 5.2 above, as soon as the Equipment is available and ready for delivery, the Seller shall notify the Buyer. Such notice shall establish the effective delivery date, to be defined by the Seller ("Delivery Date"), in which the delivery will take place in accordance with the chosen Incoterm.

**5.4** In case, the Buyer fails to take delivery (or arrange shipment) of the Equipment at the Delivery Date, or to provide the necessary information or documents necessary for the Seller to effectively arrange the delivery, depending on the chosen Incoterm, the Seller shall have the possibility to either:

- Send a formal notice to the Buyer to take delivery and pay the total purchase price of the Equipment, if it is still outstanding;
- Invoice storage expenses of 1% of the purchase price per month;
- Transfer the Equipment ordered to another customer, in which case the delivery will be rescheduled to a later date, according to the Seller's availability; and/or
- Consider the purchase order terminated by operation of law and therefore apply the Article 8 "cancellation charges" below.

**5.7** The Equipment is under the responsibility and care of the Buyer or of any agent appointed by him, as soon as it leaves the premises where the delivery took place. In a case where the Equipment is made ready at the factory and not removed by the Buyer, the responsibility and care are fully incumbent upon the Buyer.

**5.8** All Equipment shall be examined and controlled upon within ten (10) calendar days as from the deliverance of the Equipment to the Buyer, in order to check its compliance with the order, the quality and the technical specifications. The Buyer may notify in writing any objection to the Seller within such ten (10) calendar days (the "Objection Notice"). Failing any claim within that period, the Buyer shall be deemed to have accepted the delivery of the Equipment.

### **ARTICLE 6 - WARRANTY**

**6.1** Unless otherwise provided in any other document sent by the Seller and acknowledged by the Buyer, the only warranty which the Seller makes in connection with its Equipment is the published TLD general warranty conditions. The receipt of information from the Buyer and delivery by the Seller of the Equipment specified in customer's order does not imply a warranty by the Seller that the Equipment so delivered will be suitable for the purposes disclosed. IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT DIFFERS FROM THE INTENDED NORMAL USAGE OF THE EQUIPMENT ARE EXCLUDED.

**6.2** The Buyer represents and warrants that it is aware of the technical specifications of the Equipment and that it is its sole responsibility to:

Choose the appropriate Equipment;

Ensure that the Equipment ordered is suited for the Buyer's intended use and compatible with its products;

Ensure compliance with all regulations for the use of the Equipment;

Inform its employees, clients, sub-contractors and/or agents regarding the use and maintenance of the Equipment.

**6.3** Any Equipment returned under warranty, may be so returned only with the prior written approval of the Seller, which approval will not be unreasonably withheld.

### **ARTICLE 7 - LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to loss of profits, loss of use or damage to reputation whether arising out of or in connection with its acceptance of Buyer's order or in connection with the manufacture, delivery or installation of the Equipment so ordered, whether Buyer's claim for such damages be based upon defect, failure or delay of delivery, breach of warranty or otherwise.

### **ARTICLE 8 - CANCELLATION CHARGES**

**8.1** Unless agreed otherwise and except in the cases expressly specified in these GTC, the cancellation of an order by the Buyer shall entitle the Seller to immediately invoice the full price of the Equipment ordered and/or retain any amount already paid by the Buyer.

**8.2** Under no circumstances shall the financing details pertaining to the Buyer be binding on the Seller. The aforementioned financing details, as private business of the Buyer, are totally independent from these GTC and shall not affect Buyer's obligations or result in cancellation of any orders, under the penalty of Buyer's being subject to the cancellation charges set forth in Article 8.1 above.

**8.3** In the event Buyer causes delays, or otherwise materially hampers or interrupts the manufacture, shipment or installation of equipment, parts or products, the Seller may terminate the sales contract and Buyer shall pay to the Seller the applicable cancellation charges set forth in Article 8.1 above.

### **ARTICLE 9 - RETENTION OF TITLE**

**9.1** Seller will retain sole legal title in the Equipment purchased by Buyer until the total price has been received in full by Seller, at which time, legal title and ownership of the Equipment shall pass to the Buyer.

**9.2** Until the ownership of the Equipment has passed to the Buyer, the Buyer shall refrain from selling, transferring it or mortgaging it to a third party.

**9.3** Until the price is paid in full, the Buyer shall maintain the Equipment in satisfactory condition, store it under good condition, and shall make sure that such Equipment is easily identifiable. An ownership data plate (if any) may be affixed by the Seller on the Equipment to evidence this retention of title, in which case this plate must be preserved until full payment has been made.

**9.4** Any damage, theft, destruction and/or loss that may be caused to the Equipment subject to retention of title from the time of its delivery shall be covered by an insurance policy at the Buyer's responsibility and expenses. The Buyer shall designate the Seller or any Seller's affiliate that manufactured the Equipment as beneficiary of all the insurance policies covering the Equipment subject to retention of title. Any deductible shall be at the Buyer's expenses.

**9.5** Provided that it is authorized by the applicable legislation, the Buyer authorizes the Seller to take any security interest on the equipment purchased up to the amount of its sale price. Such security interest shall be lifted as soon as the purchase price has been fully paid.

**9.6** The Seller reserves the right to claim from the Buyer the Equipment delivered but not fully paid for, in case the Buyer enters into (or in case there is reasonable evidence that Buyer will enter into) a voluntary or involuntary liquidation (judicially or extrajudicially) or a reorganization procedure, in any jurisdiction.

**9.7** The Seller shall be entitled to take any actions legally required and permitted, necessary to ensure and maintain such retention of title, subject to the specific applicable law. The Buyer commits to cooperate in all measures that are necessary and beneficial to the validity and enforceability of the above mentioned rights.

### **ARTICLE 10 - INTELLECTUAL PROPERTY**

No rights in drawings, molds, designs, trade names, trademarks, patents, and copyrights of products delivered hereunder shall pass to Buyer and Buyer agrees not to reproduce or simulate or cause or knowingly allow to be used, reproduced or simulated, either directly or indirectly, such intellectual property rights. For avoidance of doubt, the Seller does not transfer to the Buyer any know-how or intellectual property rights related to the Equipment.

### **ARTICLE 11 – COMPLIANCE WITH REGULATIONS**

The Buyer shall be solely responsible for compliance with the regulations in force related to the importing and use of the Equipment in their countries of delivery. The Buyer shall be solely responsible for providing appropriate warnings and information to its customer's end users or operators as to the use of the Equipment and any consequences which may result therefrom.

### **ARTICLE 12 - CONFIDENTIALITY**

The Parties acknowledge and accepts that they may have access to each other's confidential information in connection with the Equipment and its purchase. Each Party shall take all reasonable measures to comply with the strict confidentiality of the information to which it has access and shall not disclose it to any third party without prior consent of the other Party.

### **ARTICLE 13 - SERVICES**

The provisions of these GTC relating to the purchase of Equipment by the Buyer, including, but not limited to, limitation of liability, are applicable to any services sold/rendered by the Seller whether separately or in conjunction with an Equipment order.

### **ARTICLE 14 - FORCE MAJEURE**

The Seller shall not be liable for any breach of its obligations in the event of a force majeure event hindering, preventing or delaying performance of such obligations. Any natural disaster, storm, fire, flood, earthquake, pandemic, virus, accident, interruption of services, strike (including a strike affecting the Seller's suppliers), lock-out, interruption and/or delay in loading or transportation, energy blackout, embargo, trade prohibition, shortage of or inability to obtain raw materials and/or components, disruption of supplies including but not limited to the supply of raw materials, components, formulas, substances energy or equipment, including the failure of the suppliers that supply the Seller, tooling accidents, sabotage, intervention of civil or military authorities, acts of war, declared or undeclared hostilities, terrorist act and riots, shall, inter alia, be considered force majeure events. The Seller shall promptly notify the Buyer in writing of any force majeure event affecting the performance of the sales contract. In any such case, Seller's obligations shall be suspended, performance time schedules shall be extended and the order shall remain in effect.

### **ARTICLE 15 - DATA PROTECTION**

**15.1** Any sale of Equipment or rendering of services by the Seller, pursuant to these GTC, may result in Seller collecting personal data from the Buyer when the processing of such data is a prerequisite for conducting the business relationship or fulfilling legal obligations. This data may be processed, saved and archived by the Seller, and as the case may be shared with affiliates and third parties, in the context of achieving a legal and legitimate aim, in particular in relation to the management of customer records, the management of agreements, the provision of customer services, the management of the business relationship, detecting, preventing and fighting against fraud, the management of disputes and debt recovery, and payment.

**15.2** The Seller is committed to secure Buyer's personal data and privacy. The Seller shall comply with the provisions of any applicable personal data protection legislation, including, but not limited to the General Data Protection Regulation (GDPR) (EU) 2016/679.

**15.3** The Buyer and the persons concerned by the processing of personal data shall have right of access, rectification, deletion, opposition and limitation of the processing.

**15.4** These rights can be exercised by contacting the department dedicated to the protection of personal data at the following address: [gdp@tld-group.com](mailto:gdp@tld-group.com).

### **ARTICLE 16 - SEVERABILITY**

In the event that any provisions of these GTC are declared to be unenforceable, the other provisions shall continue in full force and effect.

### **ARTICLE 17 - APPLICABLE LAW**

These GTC shall be governed by the laws of the country of the Seller's registered office.

### **ARTICLE 18 – DISPUTE RESOLUTION**

Any dispute, controversy, proceedings or claim of whatever nature, arising out of or in any way relating to these GTC (or any matters contemplated under these GTC) or its formation, validity, interpretation or performance, shall be submitted to the competent Courts located in the jurisdiction wherein the registered office of the Seller is located.



**Invoice**

**Original**

CLU [REDACTED]

Date 2025-04-28

Page 1 / 2

|  |                              |  |                                   |
|--|------------------------------|--|-----------------------------------|
| <b>Customer</b>  |                              | <b>Delivery Point</b>  |                                   |
| DELTA AIR LINES, INC.<br>PO BOX 20526<br>ATLANTA, GA 30320<br>UNITED STATES OF AMERICA |                              | DELTA AIR LINES INC<br>7899 SOUTH SERVICE ROAD<br>INDIANAPOLIS, IN 46241<br>UNITED STATES OF AMERICA |                                   |
| Sales Representative   | :Austin Redd                 | Our Tax Number   | : 13-2554618                      |
| Telephone  | :                            | Our IRN Registration Number  | :                                 |
| E-mail   | :austin.redd@tld-america.com | Your ID  | : [REDACTED] Delta Air Lines Inc. |
| Sales Office   | :                            | Your Tax Number  | : [REDACTED]                      |
| Telephone  | :                            | Your IRN Registration Number   | :                                 |
| E-mail   | :                            |  |                                   |

|   |                     |                              |
|---|---------------------|------------------------------|
| <b>Customer Tax and Registration Data</b> |                     |                              |
| <b>Country</b>                            | <b>Jurisdiction</b> | <b>Identification Number</b> |
| US  |                     | [REDACTED]                   |

| Invoice Line      | Item            | Order Unit | Quantity | Price USD | Tax Rate | Tax Amount | Discount | Total USD  |
|-------------------|-----------------|------------|----------|-----------|----------|------------|----------|------------|
| 1                 | SOL37851 JET-16 | EA         | 2.0000   | 55,551.00 |          | 0.00       | 0.00     | 111,102.00 |
| Item Description  |                 | : JET-16   |          |           |          |            |          |            |
| Customer Order    |                 | : 2815278  |          | Order     | :        | 30000852   | 10       |            |
|                   |                 |            |          | Shipment  | :        | 051768292  | 10       |            |
| Country of Origin |                 | :          |          | HS Code   | :        |            |          |            |
| Serial Number     |                 | :          |          |           |          |            |          |            |
|                   |                 | T102932    |          |           |          |            |          |            |
|                   |                 | T102934    |          |           |          |            |          |            |

| TAX SUMMARY   |         |                       |                      |       |                  |                  |
|---------------|---------|-----------------------|----------------------|-------|------------------|------------------|
| Tax Authority | Exempt  | Exemption Certificate | Taxable Amount [USD] | Rate  | Tax Amount [USD] | Tax Amount [USD] |
| State         | INDIANA | Yes                   | 111,102.00           | 7.000 | 0.00             | 0.00             |

| Goods      | Costs | Discount | Settlements | Taxable Amount | Total Tax Amount | Total      |
|------------|-------|----------|-------------|----------------|------------------|------------|
| 111,102.00 | 0.00  | 0.00     | 0.00        | 111,102.00     | 0.00             | 111,102.00 |

Payment Terms : Net 45 Days  
 Delivery Terms : EXW FACTORY LOCATION  
 Please state with your payment : CLU/[REDACTED]



TLD America Corporation  
812 Bloomfield Ave.  
Windsor, CT 06095

# Invoice

**CLU 10004638**

Page 2/2

Please Remit to : TLD AMERICA  
HSBC BANK USA, N.A.

International Bank Account Number:  
Swift Code : MRMDUS33XXX  
Bank Account : [REDACTED]  
US Routing Number (ABA) : [REDACTED]  
Due On : 2025-Jun-12 111,102.00 USD

## **GENERAL TERMS AND CONDITIONS OF SALE**

(b)

These general terms and conditions of sale (hereinafter the "GTC") govern the relationship between TLD, which for purposes of these GTC shall mean the relevant TLD entity (the "Seller"), and the customer, (hereinafter "Buyer"), whenever products, including new equipment, second-hand equipment, or spare parts (hereinafter the "Equipment") and services are sold to the Buyer. The placement by the Buyer of an order with the Seller implies the express acceptance of these GTC, which the Buyer acknowledges having read and understood. The Buyer acknowledges having accepted them without reserves or limitations. Any special or general clause, contrary to or different to these GTC, set forth in the special or general conditions of any document presented by the Buyer, and, in particular, in the Buyer's general terms and conditions of purchase, if any, not expressly accepted by the Seller, shall not be binding on the Seller. In the event of any discrepancies between these GTC and the Seller's specific terms, as set out in an offer, a quotation or a specific agreement presented by the Seller, the provisions of such specific terms shall prevail over these GTC.

### **ARTICLE 1 - ORDERS**

**1.1** An order placed with the Seller must be in the form of a written purchase order. The issuance of a purchase order by the Buyer shall be deemed as evidence and authentication of the Buyer's acceptance of these GTC. Without prejudice to the foregoing and regardless of the existence of a purchase order, any other form of confirmation or acceptance of these GTC will bind the Buyer to the terms and conditions set forth herein.

**1.2** A binding sales contract will be formed when the Seller accepts the Buyer's purchase order by sending a Sales Order Acknowledgement ("SOA"), or an acknowledgment copy of an issued order, to the Buyer. The Buyer hereby acknowledges that an order may be rejected by the Seller for any reasonable motive, including, but not limited to, Buyer's historical performance of payment to the Seller, other suppliers and creditors.

### **ARTICLE 2 – EQUIPMENT MODIFICATION**

The specifications and all technical documents of an Equipment to be purchased by the Buyer are subject to updates and modification in order to adapt and continuously improve it. Should any modification be carried out on the Equipment manufactured by the Seller (or any of Seller's affiliates), the latter shall under no circumstances be obliged to carry out any such modification to the Equipment of the same type previously delivered to or ordered by the Buyer.

### **ARTICLE 3 - TERMS OF PAYMENT**

**3.1** The specific terms and conditions of payment, including payment method, invoice payment term and late payment interest rate, shall be set forth in Seller's offer, quotation or any other document sent, or expressly agreed, by the Seller. Any expenses incurred due to the chosen payment method shall be borne by the Buyer. No payment will be deemed received until the full amount has been credited to the Seller's bank account.

**3.2** In case a down-payment is agreed by the Parties, the Buyer shall not have the possibility of retracting an order in return for abandoning such down-payment. The Seller shall always be entitled to require the Buyer to take delivery of the Equipment ordered and to pay its full price.

**3.3** Unless previously authorized in written by the Seller, the Buyer may not deduct or offset, regardless of the reason, any amounts from the payments due to the Seller.

**3.4** In case of a payment default that results in Seller engaging in any collection procedure (whether judicially or extrajudicially), the Buyer shall be responsible for the Seller's costs and expenses related to such collection procedure, including reasonable attorneys' fees.

**3.5** In the event of late payment or failing settlement of one or several invoices, the Seller may grant, at its own choice, a reasonable grace period to the Buyer by means of a formal notice and, if payment is not made in full within such period, the Seller may: (i) cancel the supply of the Equipment and/or services; (ii) suspend the processing of any ongoing orders; (iii) demand the immediate payment of any outstanding amount owed by the Buyer; (iv) execute any existing payment guarantees; (v) demand entire upfront payment or a guarantee from the Buyer for any future orders; or (vi) require the immediate return of the Equipment, if it has been already delivered, in which case the Buyer will bear the costs and expenses of such return. In case any of Seller's rights set forth in this provision requires the Buyer to take any action, the Buyer hereby agrees to immediately take such action and cooperate with the Seller.

**3.6** Regardless of the existence of an ongoing payment default, the Seller shall be entitled to demand payment guarantees (deposit or any other legally accepted guarantee) in the event of any acknowledgement, by the Seller, of information on the Buyer's financial situation or any other information that indicates that there is a risk of future payment default of any amounts related to existing or future orders.

### **ARTICLE 4 - PRICES**

Prices are quoted net (excluding packaging and any other duties or taxes). The price set forth in the invoice shall be the price indicated on the purchase order, unless the delivery is made after the Delivery Date (as defined in Article 5.3) due to a Buyer's fault, in which case Seller shall also be entitled to include in the invoice any storage expenses, as defined in Article 5.4 "b" of these GTC.

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AVEREST, INC.  
800 Atlanta South Parkway, Suite 100  
Atlanta GA 30349  
United States  
+1 404-254-6172  
www.averest.biz



## INVOICE

**BILL TO**

Delta Air Lines, Inc. IND  
P.O. Box 830954  
Birmingham AL 35283  
United States

**SHIP TO**

Delta Air Lines, Inc. IND  
IND GSE Maintenance  
South High School Rd  
Indianapolis IN 46241  
United States

**INVOICE** IN\_25000111**DATE** 1/21/2025**DUE DATE** 2/20/2025**TERMS** Net 30

| SHIP DATE | SHIP VIA         | TRACKING NO.        | CUSTOMER PO |
|-----------|------------------|---------------------|-------------|
| 1/21/2025 | Customer Pick Up | MAXIMUMMFL/2/SE2025 | 2811368     |

| DESCRIPTION  | QTY | SERIAL            | RATE        | AMOUNT      |
|--|-----|-------------------|-------------|-------------|
| <b>GSE3-315</b><br>Averest Flux Power model GSE3-315 80V<br>315 AH Lithium Battery | 1   | F-GSE-315-2040871 | \$20,633.00 | \$20,633.00 |

|                    |                    |
|--------------------|--------------------|
| <b>SUBTOTAL</b>    | \$20,633.00        |
| <b>SHIPPING</b>    | \$0.00             |
| <b>TAX</b>         | \$0.00             |
| <b>TOTAL</b>       | \$20,633.00        |
| <b>BALANCE DUE</b> | <b>\$20,633.00</b> |

Entered in IW 1/21/25

Ex Works

Please send any questions related to this invoice or receipt to [accounting@averest.biz](mailto:accounting@averest.biz).

Thank you for your business. Have a Great Day!

AVEREST, INC.  
800 Atlanta South Parkway, Suite 100  
Atlanta GA 30349  
United States  
+1 404-254-6172  
www.averest.biz



## INVOICE

**BILL TO**

Delta Air Lines, Inc. IND  
P.O. Box 830954  
Birmingham AL 35283  
United States

**SHIP TO**

Delta Air Lines, Inc. IND  
IND GSE Maintenance  
South High School Rd  
Indianapolis IN 46241  
United States

**INVOICE** IN\_25000231**DATE** 2/7/2025**DUE DATE** 3/9/2025**TERMS** Net 30

| SHIP DATE | SHIP VIA                  | TRACKING NO.             | CUSTOMER PO |
|-----------|---------------------------|--------------------------|-------------|
| 2/7/2025  | Best Way, Pre-pay and Add | TLD Shipped to Saint-Lin | 2811368     |

| DESCRIPTION  | QTY | SERIAL   | RATE        | AMOUNT      |
|--|-----|--|-------------|-------------|
| <b>GSE3-315</b><br>Averest Flux Power model GSE3-315 80V<br>315 AH Lithium Battery | 4   | F-GSE-315-2040872<br>F-GSE-315-2040873<br>F-GSE-315-2040874<br>F-GSE-315-2040875 | \$20,633.00 | \$82,532.00 |

**SUBTOTAL** \$82,532.00**SHIPPING** \$0.00**TAX** \$0.00**TOTAL** \$82,532.00**BALANCE DUE** \$82,532.00

**2/10/25 Invoice entered in IW**

Please send any questions related to this invoice or receipt to [accounting@averest.biz](mailto:accounting@averest.biz).

Thank you for your business. Have a Great Day!



### Display Document: Line Item 001

Additional Data

|                       |                                       |                     |          |   |
|-----------------------|---------------------------------------|---------------------|----------|---|
| Vendor                | <input type="text" value="10011482"/> | TLD AMERICA         | G/L Acc  | <input type="text" value="2120100"/>    |
| Company Code          | <input type="text" value="0100"/>     | 812 BLOOMFIELD AVE. |          |   |
| Delta Air Lines, Inc. |                                       | WINDSOR             | Doc. no. | <input type="text" value="5100109565"/> |

Line Item 1 / Invoice / 31 /

|          |   |     |
|----------|---|-----|
| Amount   | <input type="text" value="111,102.00"/> | USD |
| Tax code | <input type="text" value="U1"/>         |     |

Additional Data

|              |  |                      |              |   |           |
|--------------|--|----------------------|--------------|---|-----------|
| Bus. Area    | <input type="text"/>                                 |                      |              |   |           |
| Disc. base   | <input type="text" value="111,102.00"/>              | USD                  | Disc. amount | <input type="text" value="0.00"/>   | USD       |
| Payt Terms   | <input type="text" value="NT45"/>                    |                      | Days/percent | <input type="text" value="45"/> <input type="text" value="0.000"/> % <input type="text" value="0"/> <input type="text" value="0.000"/> % <input type="text" value="0"/> |           |
| Bline Date   | <input type="text" value="05/05/2025"/>              |                      | Fixed        | <input type="text"/>  |           |
| Pmnt Block   | <input type="text"/>                                 |                      |              |   |           |
| Payment cur. | <input type="text"/>                                 |                      |              |   |           |
| Pmt Method   | <input type="text" value="Pmt meth.supl."/>          | <input type="text"/> |              |   |           |
| Payment Ref. | <input type="text"/>                                 |                      |              |   |           |
| Clearing     | <input type="text" value="06/19/2025 / 2000178960"/> |                      |              |   |           |
| Assignment   | <input type="text" value="CLU10004638"/>             |                      |              |   |           |
| Text         | <input type="text" value="*5/5/2025-5/5/2025-"/>     |                      |              |   | Long text |



### Display Document: Line Item 001

Additional Data

|                       |                                       |                     |          |   |
|-----------------------|---------------------------------------|---------------------|----------|---|
| Vendor                | <input type="text" value="10011482"/> | TLD AMERICA         | G/L Acc  | <input type="text" value="2120100"/>    |
| Company Code          | <input type="text" value="0100"/>     | 812 BLOOMFIELD AVE. |          |   |
| Delta Air Lines, Inc. |                                       | WINDSOR             | Doc. no. | <input type="text" value="2000178960"/> |

Line Item 1 / Outgoing payment / 25

|          |   |     |
|----------|---|-----|
| Amount   | <input type="text" value="172,069.23"/> | USD |
| Tax code | <input type="text"/>                    |     |

Additional Data

|            |   |                      |   |
|------------|---|----------------------|---|
| Bus. Area  | <input type="text"/>  |                      |   |
|            |   | Disc. amount         | <input type="text" value="0.00"/> USD       |
|            |   | Days/percent         | <input type="text"/>                        |
| Bline Date | <input type="text" value="06/19/2025"/>   |                      |   |
| Pmnt Block | <input type="text"/>  |                      |   |
| Pmt Method | <input type="text" value="B"/> Pmt meth.supl.                                     | <input type="text"/> |   |
| Clearing   | <input type="text" value="06/19/2025"/> / <input type="text" value="2000178960"/> | Payment Amnt         | <input type="text" value="172,069.23"/> USD |
| Assignment | <input type="text"/>  |                      |   |
| Text       | <input type="text"/>  |                      | Long text                                   |



### Display Document: Line Item 001

Additional Data

|                       |          |                     |          |            |
|-----------------------|----------|---------------------|----------|------------|
| Vendor                | 10011482 | TLD AMERICA         | G/L Acc  | 2120100    |
| Company Code          | 0100     | 812 BLOOMFIELD AVE. |          |            |
| Delta Air Lines, Inc. |          | WINDSOR             | Doc. no. | 5100109561 |

#### Line Item 1 / Invoice / 31

|          |            |     |
|----------|------------|-----|
| Amount   | 166,653.00 | USD |
| Tax code | U1         |     |

#### Additional Data

|              |   |                          |              |          |               |
|--------------|---|--------------------------|--------------|----------|---------------|
| Bus. Area    |   |                          |              |          |               |
| Disc. base   | 166,653.00                              | USD                      | Disc. amount | 0.00     | USD           |
| Payt Terms   | NI45                                    |                          | Days/percent | 45 0.000 | % 0 0.000 % 0 |
| Blinc Date   | 04/23/2025                              |                          | Fixed        |          |               |
| Pmnt Block   |   |                          |              |          |               |
| Payment cur. |   |                          |              |          |               |
| Pmt Method   | <input type="checkbox"/> Pmt meth.supl. | <input type="checkbox"/> |              |          |               |
| Payment Ref. |   |                          |              |          |               |
| Clearing     | 06/09/2025 / 2000168036                 |                          |              |          |               |
| Assignment   | CLU10004576                             |                          |              |          |               |
| Text         | *4/23/2025-4/23/2025-                   |                          |              |          | Long text     |



Display Document: Line Item 001

Additional Data

Vendor  TLD AMERICA G/L Acc   
 Company Code  812 BLOOMFIELD AVE.  
 Delta Air Lines, Inc. WINDSOR Doc. no.

Line Item 1 / Outgoing payment / 25

Amount  USD  
 Tax code

Additional Data

Bus. Area   
 Disc. amount  USD  
 Days/percent   
 Bline Date   
 Pmnt Block   
 Pmnt Method   
 Clearing  /  Payment Amnt  USD  
 Assignment   
 Text  Long text



Display Document: Line Item 001



Additional Data

Vendor 10024319 AVEREST, INC. G/L Acc 2120100  
 Company Code 0100 800 ATLANTA SOUTH PKWY  
 Delta Air Lines, Inc. ATLANTA Doc. no. 5100051004

Line Item 1 / Invoice / 31

Amount 82,532.00 USD  
 Tax code U1

Additional Data

Bus. Area   
 Disc. base 82,532.00 USD Disc. amount 0.00 USD  
 Payt Terms NT30 Days/percent 30 0.000 % 0 0.000 % 0  
 Bline Date 02/07/2025 Fixed   
 Pmnt Block   
 Payment cur.   
 Pmt Method  Pmt meth.supl.   
 Payment Ref.   
 Clearing 03/10/2025 / 2000071309  
 Assignment 25000231  
 Text \*\_  Long text



Display Document: Line Item 001

Additional Data

Vendor  AVEREST, INC. G/L Acc   
 Company Code  800 ATLANTA SOUTH PKWY  
 Delta Air Lines, Inc. ATLANTA Doc. no.

Line Item 1 / Outgoing payment / 25  
 Amount  USD  
 Tax code

Additional Data  
 Bus. Area   
 Disc. amount  USD  
 Days/percent   
 Bline Date   
 Pmnt Block   
 Pmt Method   
 Clearing  /  Payment Amnt  USD  
 Assignment   
 Text  Long text



### Display Document: Line Item 001



Additional Data

Vendor  AVEREST, INC. G/L Acc   
 Company Code  800 ATLANTA SOUTH PKWY  
 Delta Air Lines, Inc. ATLANTA Doc. no.

Line Item 1 / Invoice / 31  
 Amount  USD  
 Tax code

Additional Data  
 Bus. Area   
 Disc. base  USD Disc. amount  USD  
 Payt Terms  Days/percent   %   %   
 Bline Date  Fixed   
 Pmnt Block   
 Payment cur.   
 Pmt Method   
 Payment Ref.   
 Clearing  /   
 Assignment   
 Text



**Display Document: Line Item 001**



Vendor  AVEREST, INC. G/L Acc   
 Company Code  800 ATLANTA SOUTH PKWY  
 Delta Air Lines, Inc. ATLANTA Doc. no.

Line Item 1 / Outgoing payment / 25

Amount  USD  
 Tax code

Additional Data

Bus. Area   
 Disc. amount  USD  
 Days/percent   
 Bline Date   
 Pmnt Block   
 Pmt Method  Pmt meth.supl.   
 Clearing  /  Payment Amnt  USD  
 Assignment   
 Text