



# INVOICE

BELL TEXTRON INC.  
 3255 BELL FLIGHT BLVD  
 FORT WORTH, TX 76118, USA  
 Phone: 1-800-FLY-BELL

INV NO 91955473  
 INV DATE 01MAR2022  
 PAGE 1  
 SHIP DATE  
 FINAL Y

DUPLICATE

PARTIAL  
 Net 30 Days

SHIP TO 131353  
 GALAXY AEROSPACE (M) SDN BHD  
 Suite 11-4, Helicopter Centre, Malaysia  
 47200 SUBANG  
 MALAYSIA

SOLD TO 131353  
 GALAXY AEROSPACE (M) SDN BHD  
 Suite 11-4, Helicopter Centre, Malaysia  
 47200 SUBANG  
 MALAYSIA

REMIT WIRE TRANSFERS TO:  
 J.P. MORGAN CHASE  
 4 New York Plaza, New York, NY 10004  
 SWIFT No. CHASUS33  
 ABA No. 021000021  
 Account No. 9101332626

PAYER 131353  
 GALAXY AEROSPACE (M) SDN BHD  
 Suite 11-4, Helicopter Centre, Malaysia  
 47200 SUBANG  
 MALAYSIA

FOR CREDIT CARD PAYMENTS PLEASE EMAIL:  
 COMARCUSTINQ@BELLFLIGHT.COM

SHIP VIA  
 B/L NO

MARKS

SHIPMENT  
 DN

SALES ORDER 6292425		PURCHASE ORDER GAM-CPO-22-015				
LINE NO	PART NUMBER	DESCRIPTION	QTY	UM	UNIT PRICE	EXTENDED PRICE (US\$)
10	3905-00014	429 Online ePubs Library	1	EA	500.00	500.00
		Gross Value				500.00
		Total				500.00
		Invoice Total If Paid By 31.03.2022				500.00
END OF INVOICE						

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF, TO ANY OTHER COUNTRY OR TO ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS

ANY REFERENCE HEREON TO THE CUSTOMER'S PURCHASE ORDER IS SOLELY TO IDENTIFY THE MATERIAL ORDERED. ALL TERMS AND CONDITIONS OF THE SALE ARE SET FORTH IN BELL TEXTRON'S STANDARD TERMS AND CONDITIONS OF SALE OF WHICH ARE PRINTED ON THE REVERSE OF THIS DOCUMENT. PLEASE READ CAREFULLY.

# BELL TEXTRON INC. (Bell or Seller) TERMS AND CONDITIONS OF SALES

PRICE: Prices do not include shipping or freight costs. Prices are subject to change without notice. All prices are in U.S. Dollars unless otherwise stated.

SUBSTITUTES: Seller reserves the right to supply substitute parts in lieu of the part ordered when design changes, later specifications, conditions of supply or product improvement make such substitution necessary. Prices on substituted material may be adjusted accordingly.

PAYMENTS: Payment terms for credit based accounts are net 30 days from date of each invoice issued. Other payment options are available (e.g. cash in advance, Credit Card, Letter of Credit approved by Bell). C.O.D. payment arrangements are not accepted by Bell. Open Account payment terms are available only to customers with established credit base accounts with Seller. Buyer agrees to pay a late payment charge at the rate of one and a half percent (1.5 %) per month, eighteen percent (18%) per annum, or the highest rate legally permissible, whichever is less, on each delinquent statement balance, commencing on the thirty-first (31st) day from invoice date. All credit based accounts are subject to stop shipment actions by Bell should past due balances arise or if credit limit is exceeded.

WARRANTY: Seller warrants each new helicopter part or helicopter part reconditioned by Seller to be free from defect in material and workmanship under normal use and service and if installed on Bell model helicopters for up to 1000 hours of operation, one (1) year from date of installation, or two (2) years from date of shipment by Seller, whichever occurs first. Seller assigns each manufacturer's warranty to Buyer to the extent such manufacturer's warranty exists and is assignable.

Parts, components and assemblies of all helicopter parts may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.

Seller's sole obligation under this warranty is limited to the repair or replacement of parts which are determined to Seller's reasonable satisfaction to have been defective within the applicable warranty period as described above. Replacement of parts may be either new or reconditioned at Seller's election and at the lowest allowable maintenance level contained in Seller's manuals, service bulletins or applicable supplier manuals. Seller shall also reimburse reasonable freight charges, excluding insurance, customs fees, duties, handling fees, and taxes. Seller shall not reimburse Buyer for any parts repaired or replaced outside of the Seller's Warranty Claims Process unless express prior written authorization is granted by Seller's Warranty Department to Buyer for such repair or replacement.

NO FAULT FOUND: In the event Seller determines, after evaluation of a returned part, that a defect does not exist, then Buyer shall pay all expenses incurred by Seller related to the return including, but not limited to, costs incurred in shipping and evaluating the part and cost for any replacement part and restocking of the part. In addition, Seller shall not reimburse Buyer for any costs related to the removal or reinstallation of such a part.

WARRANTY CLAIM PROCESS: Defective parts must be reported in writing to the Seller's Warranty Administration within fourteen (14) days of being found defective. Parts may be repaired or replaced with new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Buyer complying with the Seller's Warranty Process as described in the Bell Textron VISTA Customer Portal and with the Seller's Warranty Administration disposition instructions for defective parts. Failure to properly comply with Seller's Warranty Process may, at Seller's sole option, void Seller's warranty as to the allegedly defective part.

RETURN SHIPMENT: Parts returned to Seller will be eligible for remedy under this warranty only if the part is carefully packed by the Buyer for the return shipment. Damage occurring to a part due to improper packaging may result in the denial of a warranty claim. In the event that Seller determines a returned part to be damaged or unsalvageable due to improper packaging, the Buyer will be billed repair or replacement cost incurred by Seller. The party initiating shipment bears the risk of loss or damage to parts in transit.

CORE RETURNS: Any core removed by Buyer for which Seller has furnished a replacement part through the Warranty Process shall be shipped by Buyer, with all historical service records, to a facility designated by Seller, within fourteen (14) days of receipt by Buyer of the replacement part. Buyer shall provide Seller with proof of shipment within fourteen (14) days following receipt of the replacement part. In the event that Buyer fails to provide Seller with such proof of shipment within the fourteen (14) days or fails to provide the applicable historical service records, Buyer shall be charged the invoiced value of the replacement part.

WARRANTY AND LIABILITY DISCLAIMERS AND EXCLUSIONS: THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Buyer's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of the helicopter part and reimbursement of reasonable freight charges. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to work performed by third parties at Buyer's request and with respect to engines, engine accessories, batteries, radios, and avionics.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, normal wear and tear, erosion or corrosion. Seller makes no warranty and disclaims all liability for consumables which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

This warranty shall not apply to any helicopter part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole judgment, to affect its stability, safety or reliability. This warranty shall not apply to any helicopter part which has been subject to misuse, negligence or accident, or which has been installed in any aircraft which has been destroyed. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell Authorized Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL AUTHORIZED CUSTOMER SERVICE FACILITIES, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

WARRANTY CHOICE OF LAW AND JURISDICTION: This warranty shall be interpreted under and governed by the laws of the State of Texas. All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Buyer files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Buyer files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

DELIVERY: Method of transportation desired should be designated by the Buyer. When no such designation is made, Seller will ship by the method deemed most suitable to each instance. Bell reserves the right to choose the carrier when an export license is required, in order to ensure compliance with applicable provisions of said license. Shipments are dispatched FCA (Free Carrier - INCOTERMS 2010), applicable Seller's premises. All parts are to be packaged and packed in accordance with standard international commercial practice for Ocean Export Shipment or Air Export Shipment as applicable.

EXPORT/IMPORT REQUIREMENTS: Export of Bell products are subject to U.S. Canadian, and/or relevant country export regulations, including but not limited to the International Traffic in Arms Regulations and the Export Administration Regulations. Licenses, permits, or other export authorizations may be required prior to the export of Bell products. Seller assumes responsibility for obtaining relevant required government approvals for sales to international customers. Customers are responsible for complying with all applicable export and import laws and regulations including restrictions against sanctioned countries and denied or designated parties, as well as obtaining the required export authorizations for their own international shipments. Violation of the export regulations can result in severe fines, penalties, imprisonment and loss of exporting privileges. Where an Import License is required to import material into a foreign country, the Import License must be obtained by the Buyer and/or representative in that country.

MATERIAL RETURNS - CATALOG PARTS: Prior to returning any material, the Buyer shall obtain a Return Material Authorization (RMA) from Seller. Requests for RMAs for non-warranty related returns must be submitted within 30 days after original receipt of Material by Buyer. Requests for RMAs received by Seller beyond 30 days from date of Buyer's receipt will not be accepted. To be eligible for return credit, the part must not be damaged, modified, trimmed, painted, or previously installed on an aircraft, and must be, in the opinion of Bell, re-sellable as new. If the original packaging of returned material is opened, a re-test fee may apply. All parts must be returned with the original 8130-3 FAA form or applicable certification. Hardware items, such as nuts, bolts, rivets, screws and "broken pack" quantities may not be returned. Seller will apply a restocking fee of 15% of the Material net price or a minimum fee of \$300.00, whichever is greater. Return shipments to Seller without a Seller approved RMA will be returned at Buyer's expense. For approved RMAs, Seller must receive the Material within 30 days of the RMA issue date. Seller reserves the right to return the Material received beyond 30 days at Buyer's expense. Buyer may not return its order for Material categorized as "hazardous material" by applicable governmental authorities. Buyer may only return "hazardous" or containing "hazardous material" identified as having a quality-related defect in accordance with the Bell Warranty. An RMA must accompany all approved returns.

MATERIAL RETURNS - SPECIAL ORDER PARTS: Seller will not accept return of non-catalog or other special order Material for any reason, except as may be permitted under the terms of Seller's warranty, as set forth above.

SHORTAGE/DAMAGE CLAIMS: All claims for parcel shortage, as listed on the bill of lading, and/or damage must be initiated by the consignee with the carrier. Claims for shortages, of items listed on the shipping document, must be initiated with Seller in writing within ten (10) days after receipt of the shipment.

TAXES: Buyer agrees, in addition to the price specified herein, to pay all taxes, duties or imposts, or any other charges or additions thereto, upon the manufacture or sale of the parts which are levied, assessed, or required by law to be paid.

CHOICE OF LAW AND JURISDICTION: This sale shall be interpreted under and governed by the laws of the State of Texas. In the event of any dispute or claim arising out of this sale, the parties hereby agree that any lawsuit or other legal action shall be filed in the courts of general jurisdiction for the State of Texas in the County of Tarrant or the Federal District Court of the Northern District of Texas, Fort Worth Division. In the event that Buyer files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Buyer files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

These are all the Terms and Conditions of Sales applicable to BTI sales and supersede any prior correspondence, proposals or agreements, written or oral, not set forth in them.