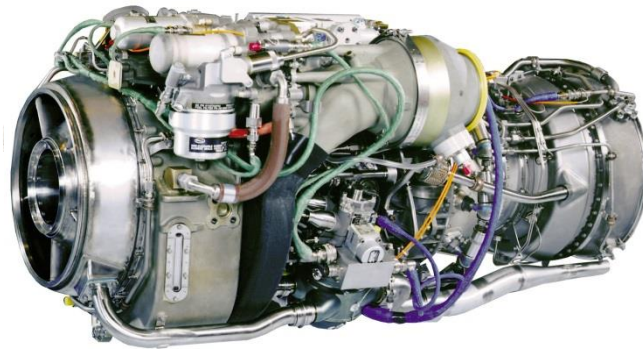


Customer: **GALAXY AEROSPACE**



GE Aviation CT7-2E1



EXCHANGE PART

Offer Code:	OFE-SPN-000958 R00E00
Engine Model:	CT7-2E1
Denomination:	ANTI ICE VALVE
Offer Date:	December 15th, 2022
Valid Through:	15 (fifteen) calendar days

EXCHANGE PART

OFFER NUMBER: OFE-SPN-000958 R00E00 - VALID UP TO:15 (fifteen) calendar Days

CUSTOMER :	Malaysia Galaxy Aerospace	MANUFACTURER :	GENERAL ELECTRIC
DATE:	December 15, 2022	ITEM :	CT7-2E1 Parts
ENGINE MODEL :	CT7-2E1	P/N :	4189T67P03
QTY :	1	S/N :	-----
REASON FOR SHOP VISIT :	EXCHANGE of AISBV	TSN :	-----
WORKSCOPE PROPOSAL :	EXCHANGE of AISBV	CSN :	-----
CONTACT:	Gilberto Luis Coira (Sales Manager) E-Mail: gilberto.coira@itpaero.com Phone (+34) 91 205 7342 Mobile (+34) 670 783 106	TSO:	-----



Proposal: EXCHANGE - SPARE PARTS

P/N	Description	Qty.	CONDITION	UNIT PRICE (\$)	TOTAL PRICE (\$)
4189T67P03	ANTI ICE VALVE	1	FN	\$73.500,00	\$73.500,00
TOTAL PRICE (US\$)					\$73.500,00

TERMS & CONDITIONS

- The General Terms and Conditions of Sale, included in Annex shall apply to this offer, except where specifically amended herein, as follows:
 - Payment Terms: Wire transfer in advance.
- Due to the restrictions on production, travel and transport of goods abroad imposed and any other restrictions of a similar nature that may be imposed by the public authorities in the face of the alert situation created by COVID 19, the provision of the services offered may be affected and could suffer delays. If, due to this circumstance of Force Majeure, this is the case, ITP Aero and customer will agree on the best way to proceed. If the circumstance persists for a long time and ITP Aero/ customer cannot reach an agreement within a reasonable period of time, either of the Parties will have the right to cancel or terminate the order or contract in full or in part for this reason without incurring any liability.
- Transport from ITP Aero site : Freight Delivery FCA, Ajalvir, Spain (Incoterms 2010)
 - Warranty : 1 year or 600 flying hours (whichever comes first)

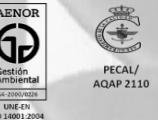
ENCLOSED DOCUMENTS

GENERAL TERMS AND CONDITIONS OF SALE OF INDUSTRIA DE TURBO PROPULSORES S.A.U.

Please sign, date and send back to ITP Aero for acceptance of the conditions

DATE	15 December 2022
SIGNATURE	
Malaysia Galaxy Aerospace	Gilberto Luis Coira

Manufacturer Approvals:



Quality Approvals:

GENERAL TERMS AND CONDITIONS OF SALE
Ed. 07/07/2020

I. APPLICABILITY

Except as otherwise agreed in writing by either Industria de Turbo Propulsores S.A.U., its affiliates and/or subsidiaries (each of them individually referred to as "Seller"), these terms and conditions of sale (hereinafter "GTCS"), together with any additional or different terms and conditions included in Seller's written proposal, shall be the only and entire terms and conditions applicable to the supplies of products and/or services by the Seller (hereinafter "Supplies"), whether or not this GTCS are referenced in the order of the Buyer. In the event of contradiction between this GTCS and the terms and conditions of Seller's written proposal, the latter shall apply, but shall not affect the applicability of the remainder of the GTCS relevant provision or any other provision included herein.

Supplies may include, among others: manufacture of engines, modules, components, and its spares; engineering and technical services, training, and on-site support; support, test and tooling equipment; repair and overhaul of engines, modules and components; software development and licenses; lease of engines; or development testing.

The contract/purchase order for the delivery of Supplies shall constitute, together with this GTCS, the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements related to the contract/purchase order, whether written or oral.

II. QUOTING AND ORDERING

Buyer shall issue a corresponding purchase order, comprising, at least, the identification of the Supplies, prices, and estimated delivery terms in accordance with Seller's written proposal.

Orders issued by the Buyer are subject to written acceptance by the Seller, and implies the acceptance by the Buyer of this GTCS, as well as the terms and conditions of Seller's written proposal. Any modification or addition to this GTCS, or to Seller's written proposal, shall only be valid after mutual written agreement between the Seller and the Buyer.

Unless otherwise stated in the Seller's proposal, the validity period of such proposal shall be 60 days from the date the proposal is issued to the Buyer. Seller's proposals are subject to modifications until a valid Buyer's order is received and accepted by the Seller.

III. DELIVERY, TRANSFER OF TITLE

Seller shall deliver the Supplies to the Buyer EXWORKS (Incoterms 2010) Seller's facility in accordance with schedule stated in Seller's written proposal, unless a different schedule is agreed in written by the Seller. Partial deliveries are permitted. Seller may deliver, and Buyer shall accept, all or part of the Supplies to the Buyer up to five (5) working days in advance of the agreed schedule.

Buyer shall inspect the Supplies within no later than 10 calendar days after delivery. Supplies shall be deemed accepted by the Buyer unless written notification is received by the Seller within such period. Title and risk of loss or damage shall pass to the Buyer upon delivery of the Supplies in accordance with this article.

Once the Seller provides notification to the Buyer that the Supplies are available for collection, and if Buyer fails to take delivery of the Supplies, title and risk shall pass to the Buyer upon such notification, and the Buyer shall bear all costs of storage, handling, inspection, preservation, and related expenses. Seller shall be entitled to invoice and receive payment from the Buyer of agreed prices for the Supplies, as well as above mentioned costs.

In the event Buyer's engines or component remain at Seller's facilities for more than fifteen (15) calendar days after the notification by Seller that the equipment is ready for collection, Seller shall be entitled to charge Buyer a storage fee of 800 € per commenced week.

If Seller fails to comply with agreed delivery schedules for reasons other than Excusable Delays (clause V of this GTCS), Buyer may, in full and final satisfaction of all claims and liabilities arising from such delays, claim liquidated damages calculated at the rate of 0.5% of the payments made by Buyer under the purchase order for the Supplies delayed for each complete week of delay up to a maximum of 5% of the payments made by Buyer under the purchase order. Notwithstanding, the Seller shall not be invoiced for liquidated damages where the delay is less than ten (10) working days.

IV. PRICES AND PAYMENT

Prices are stated in Euros, and valid for the year in which the Seller's written proposal is released. Seller shall be entitled to economic price adjustment for the years subsequent to that in which Seller's written proposal is released.

Prices of Seller's written proposals with currencies different to Euros are based on the exchange rate at the date of release of the Seller's written proposal. Seller shall have the right to adjust the prices in the event of significant differences between the exchange rate used in Seller's written proposal and the exchange rate at the date the Buyer's order is received.

Payments shall be made through wire transfer to Seller's bank account, no later than 30 days from the date of the invoice. Buyer shall not be entitled to set off any amounts from Seller's invoices, unless such amounts have been previously agreed by the Seller.

Prices do not include taxes, duties, fees, customs, or other charges of whatever nature related to value-added or any other indirect taxes, withholding, deficiency, penalty, addition to tax, ad valorem, excise, franchise, gross receipts, import fees, income, license, property, sales, stamp, and turnover, (hereinafter referred to as "Taxes"). Buyer shall pay all invoices gross, without any deductions or withholdings, except and to the extent otherwise required by the applicable law. In the event deductions or withholdings are required by the applicable law, Buyer shall pay to Seller an additional amount equal to all of the amounts required to be deducted or withheld from Seller's invoices.

Taxes imposed or levied by a governmental authority located in Spain and related to the income of the Seller arising out of the services performed and/or material supplied under the relevant contract/purchase order shall be borne by the Seller. Any other Taxes imposed on the services performed and/or the material supplied under the relevant contract/purchase order shall be borne by the Buyer.

Value Added Taxes related to the services and material supplied under the relevant contract/purchase order shall be governed by the European Community regulations in force. Both Seller and Buyer agrees to use their best efforts so that the services and material supplied under the relevant contract/purchase order is afforded under export exemption from the Value Added Tax imposed by Spain, and/or by any other country where the services or materials are provided. Buyer shall provide Seller with all necessary information, data, and support as required by Seller in order to obtain such exemption from Value Added Taxes.

If Seller is obliged to pay any amount on account of import duties, taxes, or any other related customs imposed by the country where the services or materials are provided, Seller shall then be entitled to invoice, and Buyer shall pay, such amount.

Seller shall have the right to claim for interest on payments overdue which shall be calculated and accrued at the rate of one percent (1%) per month (12% per annum, compounded monthly)

At Seller's request, payment shall be made through a letter of credit to be established by the Buyer within fifteen (15) days after the Seller's acceptance of an order. Such letter of credit shall be irrevocable and issued by, or confirmed by a Spanish bank accepted by the Seller. The letter of credit shall provide pro rata payments on partial delivery or for delivery into storage, and for any other payment due under the provisions of the purchase order.

Unless otherwise agreed in writing, The Seller shall only accept payments made by a third party on behalf of the Buyer when the registered office of such third party is in the same country than the registered office of the Buyer. Additionally neither the Buyer, neither the third party will make payments form accounts in other countries. Payments made in contravention of the above, will not release the Buyer of its payment obligations under this Agreement.

V. EXCUSABLE DELAYS

Dates of delivery and performance of services agreed by the Seller are based on the Buyer fulfilment of its obligations in accordance with this GTCS.

Seller shall not be liable for delays in performing its obligations due to events and unforeseeable circumstances, such as acts of government authorities, insufficient material supplies, war, riot, fires, floods, labour strikes or lockouts, terrorism, as well as any other cause beyond the reasonable control of the Seller.

The agreed schedule shall be extended by a period not lower than the time the Seller has been affected in the performance of its obligations due to above mentioned events. If the Seller is not able to perform due to above mentioned reasons for more than 180 days, the Seller may terminate the relevant order by written notice to the other party, without any liability to the Buyer. If events as described above result in a substantial modification of the economical or technical content of the written proposal of the Seller, the Seller shall have the right to further terminate the affected order without further compensation to the Buyer.

VI. WARRANTY

Seller warrants that Supplies are free from defects in workmanship at the time of delivery. Unless otherwise stated in Seller's written proposal, such warranty shall be valid for a period of twelve (12) months or one hundred fifty (150) running hours after delivery, whichever occurs first. Warranty is subject to notification to the Seller of a valid warranty claim within fifteen (15) calendar days following the discovery of the non-conformity. All Supplies repaired or replaced are warranted only for the unexpired portion of the original warranty period.

Seller's sole and exclusive obligation, and Buyer's sole remedy, under this warranty shall be, at Seller's option, to repair or replace any defective product, or repeat any defective service.

Seller shall have no warranty obligation to the Buyer in case of: improper maintenance, repair, alteration, installation, handling, packaging, transportation, storage, operation or use of the Supplies, or otherwise not in accordance with relevant specifications; accident, contamination, foreign object damage, misuse, after Supplies are delivered to the Buyer; use of counterfeit or replacement parts that are neither manufactured nor approved for use in the Supplies; parts normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables.

WARRANTIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, DESIGN WARRANTIES, AND NON-INFRINGEMENT, AND THE SUPPLIER SHALL HAVE NO FURTHER OBLIGATIONS UNDER THIS WARRANTY AFTER THE EXPIRATION OF THE WARRANTY PERIOD SET FORTH HEREIN.

VII. LIABILITY

In no event shall the Seller be liable IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE, for any loss of production, loss of profits, loss of business, or FOR any indirect or consequential loss or damage, costs, expenses or other claims which arise out of or in connection with the Supplies delivered by the Seller.

SELLER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE, ARISING OUT OR IN CONNECTION WITH THE PERFORMANCE OF THE SUPPLIES SHALL NOT EXCEED IN ANY CASE, EXCEPT IN CASES OF WARRANTY, DEATH OR PERSONAL INJURY, OR WILFUL MISCONDUCT OF THE SELLER, AN AMOUNT EQUAL TO TEN (10) PERCENT OF THE PRICE OF THE AFFECTED SUPPLIES DELIVERED BY THE SELLER. LIABILITIES AND REMEDIES SET OUT IN THIS GTCS ARE THE SOLE AND EXCLUSIVE REMEDIES FOR THE BUYER FOR THE OBLIGATIONS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE SUPPLIES AND ARE TO THE EXCLUSION OF ANY OTHER REMEDY OR LIABILITY THAT THE BUYER MAY HAVE UNDER THE LAW GOVERNING, THE CONTRACT OR PURCHASE ORDER.

For the purposes of this clause VII, the Seller contracts also on behalf of its subcontractors and suppliers and its and their respective employees and agents who shall have no greater liability than the Seller.



Manufacturer Approvals:



Quality Approvals:

VIII. INTELLECTUAL PROPERTY RIGHTS

Performance by Seller of the Supplies does not constitute a transfer or any right of use, of all or part of the intellectual property rights owned by the Seller or licensed to Buyer by any third party. The Seller shall remain the exclusive owner of any intellectual property rights related to the Supplies. Buyer shall indemnify and hold harmless Seller against any actions and from any claim arising out or in connection with any infringement of patents or intellectual property rights due to the use by the Seller of any data, proprietary information, invention, or copyright provided by the Buyer to the Seller for the performance of Seller's obligations.

IX. IMPORT/EXPORT AND CUSTOMS REGULATIONS

Buyer shall provide Seller with the export control classification of the Goods, Technical Data and Services that are subject to this P.O. under any applicable law. Including, but not limited to, US export control regulations.

In case of manufacturing or export of USML items, or defense services (as defined in 22 C.F.R. § 120.9), Buyer shall maintain registration with the Directorate of Defense Trade Controls ("DDTC") as may be required of ITAR and shall provide Seller annually with its DDTC registration expiration date.

Buyer shall be responsible for obtaining and maintaining any required government authorization or license.

Buyer shall provide copies of all relevant export authorizations and all provisions or conditions or limitations or information relating to the authorization.

Buyer represents that it complies and will continue complying with all applicable export control regulation, money laundering legislation and anti-corruption regulations ("Regulations") and that it is not included in any of the lists of designated persons under any of the Regulations.

Buyer undertakes to send under this PO all the relevant customs invoices and any necessary document and information requested by the Seller to allow him to import the Products.

Buyer must comply with the World Customs and World Commercial Organizations in terms of customs classification, rules of origin and custom value.

At Seller request Buyer must prove it is capable of reaching an acceptable level of safety and protection standards in relation to Customs regulations and procedures

Any breach under this clause shall be considered an essential breach of the PO and Buyer shall indemnify and hold the Seller harmless for any damage or liability arising for such breach.

Buyer shall indemnify and has the Seller harmless for any liability arising to the Seller due to the breach of this Clause

X. FORCE MAJEURE

For the purposes hereof, a force majeure event (herein referred to as "Force Majeure") shall be deemed to refer to any situation or event arising from circumstances outside the reasonable control of the Parties. Force Majeure shall include, without limitation:

- War, invasion, hostilities by foreign countries, civil war;
- Uprising, revolutions, insurrections, revolts, riots, acts of terrorism;
- Requisition, seizure, or other actions undertaken by a government authority, whether national or local;
- National or local strikes, called by the unions, sabotage, embargo, limitation to imports, port or airport congestion, lack of the customary means of transport and communication, shipwreck, black out, epidemics and quarantine;
- Fires, earthquakes, volcano outbreak, flooding, cyclones, typhoons, hurricanes and any such natural phenomena, as may be particularly adverse, natural disasters, nuclear disasters.
- The termination for any reason of The Seller's license agreement with the OEM that allows The Seller provide Services.

XI. LAW AND RESOLUTION OF DISPUTES

Seller's written proposals and Buyer's orders accepted by the Seller shall be governed by the laws of Spain. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply.

The Buyer and the Seller shall first attempt to resolve any dispute by amicable settlement. If such dispute has not been resolved within sixty (60) days, then the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in Madrid, Spain. The arbitral procedure shall be conducted in the English language. The arbitral award shall be final and binding on the Parties

XII. SEVERABILITY

The invalidity, in whole or in part, of any provision of this GTCS, the Seller's written proposal, or Buyer's order accepted by the Seller, shall not affect the validity of the remainder of such provision or any other provision included therein.

XIII. ASSIGNMENT

Seller shall have the right to assign to Sellers's affiliates, subsidiaries or its successors, part or all of the rights and obligations of the relevant purchase order and/or contract with the Buyer.

XIV. SUSPENSION

If the Buyer fails to make any payment when due or fails to perform on time any of its obligations under the contract/purchase order, the Seller shall be entitled to: suspend its performance until such failure is remedied; apply a work stoppage to any and all of the Supplies in process at the time of such breach; and to storage the affected engines, modules and/or components until such obligations of payment are fulfilled. Buyer shall assume all costs of storage, insurance, and import/export authorizations, as well as any other costs, damages, expenses, claims and liabilities incurred by Seller and related to such work stoppage. The time of performance of the contract/purchase order by the Seller shall be extended accordingly. If the performance of the contract/purchase order is suspended, and such suspension continues for more than 3 months, the Seller shall have the right to terminate the contract/purchase order, by 30 days written notice to the Buyer, and without incurring in any liability in doing so.

XV. COMPLIANCE WITH LAWS AND STANDARDS OF BUSINESS CONDUCT

Customer, in the performance of its obligations under this Agreement, shall comply with all applicable international, national, state, provincial, and local laws, rules, regulation, in particular but not limited, all anti-bribery and anti-corruption laws, and ITP's Ethics & Compliance minimum

During such period, the Seller will correct defects which are reproducible and prevent the software from meeting the contents of the tests protocols. This warranty is not applicable if the software (including database): has been modified by the Buyer or any third party without prior written approval from the Seller; has not been used in accordance with Seller specifications and instructions, or has been combined with other software without Seller's prior written authorization. The warranty shall be only applicable if the licensed software is used in the correct specified operating environment. The supplier neither warrants that the licensed software may operate in all the configurations chosen by the purchaser, nor that its functioning will fully satisfy its needs, nor that it is free from errors.

APPENDIX B Engine Lease

Seller's written proposals, and/or Buyer's orders comprising lease of engines are subject to the terms and conditions of Seller's standard Engine Lease Agreement.

APPENDIX C Repair and Overhaul

The following shall apply to Seller's written proposals, and/or Buyer's comprising maintenance, technical assistances, and/or repair and overhaul services:

Seller fulfillment of its obligations its contingent upon Seller's reception of: Buyer's appropriate purchase order; the engine, relevant components and accessories; all the documentation required for the performance of the services (such as updated engine log book, operating hours, cycles, all previous maintenance activities, and complete data for life limited parts); and the agreed advance payment, if any.

Buyer shall provide acceptance to the inspection quotation within fifteen (15) calendar days since release of the quotation by Seller. In the event the Buyer does not provide acceptance within such term, Seller shall have the right to storage the engine in disassembly condition, and charge the Buyer for the costs incurred by Seller, including but not limited to the relevant tear down and inspection costs, a storage fee of 800 € per commenced week, as well as costs related to storage, insurance, and import/export authorizations. Upon acceptance of the inspection quotation, Buyer shall release an amendment to the purchase order reflecting the additional over and above works.

Delivery terms shall be based on labour days, and shall be deemed fulfilled upon Seller's notification to the Buyer that the engine is ready for dispatch. Delivery terms committed by the Seller are based on Seller's right to exchange with new or used serviceable parts.

Prices and delivery terms of Seller's written offer are subject to the engine, including all of its parts and components: being received by the Seller in operating condition and with the appropriate configuration in accordance to the OEM technical specifications; provided previous operation has been performed in accordance with Engine Manuals; without over-temperature, Foreign Object Damages (FOD), misuse, abuse, handling or transportation damage; and without having excessive corrosion/erosion, excessively cracked or exhibit missing material the requires component replacement or repair. Prices do not include embodiment of Commercial Engine Bulletins (CEB), accessories inspection, repair and parts restoration, parts and life limited parts, nor Exchange Fee.

Unless prior to the commencement of the work The Seller receives an express written prohibition by the Customer, or other specific written instructions, all parts that have been replaced during the provision of the Services, because they are considered useless or not suitable for its reuse, shall be at The Seller's disposition without further notification to the Customer. The title on such parts shall pass to The Seller at the same time they are removed from the engine to be replaced by others parts in a serviceable condition

Seller will invoice for the repair and overhaul services, and Buyer shall make payment in accordance with Clause IV Prices and Payment, as follows: First invoice after the engine disassembly and inspection activities, for the services cost estimation, such invoice to be paid as a condition to start engine assembly works. Second invoice as soon as all relevant costs incurred for services and the subcontracted works are available, for total amount of the cost relevant to the services, less the amounts already invoiced.

Buyer hereby grants to Seller a security interest in Seller's engines, modules and components, including all improvements thereon, as security for payment for any and all of the amounts due to Seller, its affiliates and/or subsidiaries under this contract or PO or any other Agreement. Such security interest shall include the right of retention and disposition, and comprises not only the engine which gave rise to the debt, but any other engine module or component received under any purchase order or contract between the Buyer and the Seller, its affiliates and/or subsidiaries.

In case of unpredictable events affecting the performance of the services, or the Seller's costs, Seller shall have the right to propose an increase on the price of the services. Should the increase of the prices proposed by the Seller not be accepted by the Buyer within sixty (60) calendar days from Seller's notification, the Seller shall be entitled to terminate the performance of the services without incurring any liability in doing so.

Buyer shall provide to the Seller shipping containers in suitable condition in accordance with OEM technical specifications and manuals. In case the Buyer's containers does not fulfil OEM technical specifications and manuals, the Buyer shall exonerate the Seller from any and all damages the Buyer's item may suffer during transportation.

The sole warranty provided by the Seller with respect to parts procured from an Original Engine Manufacturer (OEM) shall be the actual warranty provided by the OEM to the Seller at the time of acceptance of the purchase order by the Seller.

The Buyer hereby agrees to indemnify, defend, and hold the Seller, its directors, officers, employees, agents, and subcontractors harmless from and against all damages, losses, and third party claims, arising out of, or in connection with the Seller's performance of the services, unless such damages, losses and claims, are due to Seller's willful misconduct.

The Seller will issue a Certificate of Conformity declaring that the repair services fulfill the Seller's quality management system requirements. In case the Seller holds, at the time the repair services are performed, a National Civil Aviation Approval from the Buyer's country of registration, the Seller will instead issue a release to service certificate in accordance with the Buyer's relevant national regulations.

APPENDIX D Development Tests Campaigns

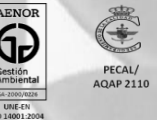
The following shall apply to Seller's written proposals, and/or Buyer's orders comprising the performance of development tests for engines, equipment and/or accessories:

The engine, together with its associated equipments and accessories needed to perform the test, shall be furnished by the Buyer to the Seller. Depending to on the level of complexity of the development tests, and due to the potential failure of the different sensors used in each test, it is assumed that it may not be possible to measure all of the engine parameters required in the test specification.

Notwithstanding anything to the contrary in the Buyer's order or elsewhere, Buyer shall bear the risk of loss or damage to the Seller's test facilities, building, and/or test equipment, as well as to the engine, parts or materials furnished by the Buyer or any third party, arising out or as a result of the testing activities performed under the purchase order, and Seller shall hold harmless and indemnify Seller, its affiliates, subcontractors and suppliers and its and their employees,



Manufacturer Approvals:



Quality Approvals:

standards as set forth in ITP's Code of Conduct. Customer declares to know that the non-compliance with such laws, regulations and standards or ITP's well-founded suspicions of the non-compliance of any of them, shall mean essential breach of this Agreement and shall entitle ITP, without previous notice, to immediately terminate this Agreement.

officers, directors and agents ("the Seller Indemnified Parties") from and against any claims whatsoever in respect of such loss or damage whether arising in contract, tort (including, but not limited to, the negligence of the Seller Indemnified Parties) or otherwise, except this paragraph shall not apply to the extent such loss or damage is caused by the wilful default of the Seller Indemnified Parties.

In addition, each Party represents, warrants and undertakes to the other Party that, to the best of its knowledge, neither it nor its Affiliates, directors, officers, employees, or other persons authorised to act on its behalf, in respect of this Agreement, has:

- (A) undertaken any action or activity; or
- (B) refrained from any action or activity; where doing so is or was intended directly or indirectly to facilitate any offence of tax evasion.

XVI. ADDITIONAL TERMS

The following Appendixes shall apply, in addition to terms and conditions of this GTCS. In the event of contradiction between this GTCS and the relevant Appendix, the later shall apply.

APPENDIX A Software Development and Licenses

The following shall apply to Seller's written proposals, and/or Buyer's orders comprising software development and/or license to use software programs:

Seller grants to the Buyer a non exclusive, non assignable, non transferable, license to use the relevant software programmes limited to its operation in the product and/or application for which that software has been contracted by the Buyer. The transfer of any rights to modify, decompile, reverse engineering, disassembly, create derivatives or further developments of the software licensed by the Seller is expressly excluded. Software licenses granted by the Seller do not include delivery of sources codes.

Seller warrants that the software will meet the contents of the appropriate test protocols agreed among the parties. The warranty period is twelve (12) months from the date the software enters into operation, or eighteen (18) months from the delivery of the acceptance certificate, whichever occurs first.



Manufacturer Approvals:



EASA PART 145



FAA PART 145



EN9100:2003



UNE-EN ISO 9001:2008



UNE-EN ISO 14001:2004



PECAL/AQAP 2110



EN9110:2006



EMAS ITP-AIRLUX



OHSAS 18001

Quality Approvals: