

**AIRBUS**

Subang, 11/01/2022

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 Selangor, Malaysia  
 47200 Subang  
 MALAYSIA

Final customer :

Customer Reference :

**QUOTE - 144040/00**

Subscription of technical documentation from **11/01/2022** to **11/01/2023**  
 for the aircraft **EC155B**

<b>INVOICING ADDRESS</b> (for renewal of contract)	<b>PARCEL ADDRESS</b> (for dispatches of documentation > 2kg)	<b>MAILING ADDRESS</b> (for dispatches of documentation < 2kg)
GALAXY AEROSPACE (M) SDN. BHD Nur Nabilla Mohd Hasnan Suite 11-14, Helicopter Centre, Malaysia International Aerospace Centre Sultan Abdul Aziz Shah Airport Selangor, Malaysia 47200 Subang MALAYSIA	GALAXY AEROSPACE (M) SDN. BHD Nur Nabilla Mohd Hasnan Suite 11-14, Helicopter Centre Malaysia International Aerospace Centre, Sultan Abdul Aziz Shah Airport Selangor, Malaysia 47200 Subang MALAYSIA	GALAXY AEROSPACE (M) SDN. BHD Nur Nabilla Mohd Hasnan Suite 11-14, Helicopter Centre Malaysia International Aerospace Centre, Sultan Abdul Aziz Shah Airport Selangor, Malaysia 47200 Subang MALAYSIA

**PDF/ONLINE****Documentary products online followed in update**

N°	Manu	Lg	Description	Version	Section	Cert	Cust	Total (FT)
			PDF 155B_OPER_E_A					359.00 €
1	FFLM	E	Full Flight manual	PDF 155B		A		
2	MMEL	E	Master minimum equipment list	EC155 - H155(155B1)		A		
3	FLM	E	Flight Manual	EC155B		A		
							<b>Total:</b>	<b>359.00 €</b>

Final Total (FT) 359.00 €

Amount in RM (excluding SST) : RM 1,795.00

Amount must be paid (including 6% SST) : RM 1,902.70

The messages of safety will be sent to (the following numbers):

FAX: 0378323558

Email: nabilla@galaxyaerospace.my

Please inform us in case of change. AIRBUS HELICOPTERS guarantees the dispatch of the safety messages within 24 hours, as soon as any change of fax or telex number is duly indicated. Failing that, the dispatch will be made by mail express to the address of the contact.

For AIRBUS HELICOPTERS :

Name:

Phone:

Fax:

Email:

For the Customer :

His representative :

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# STANDARD CONDITIONS OF SALE

## 1 - DEFINITIONS

- **Affiliate** means a company which Controls or is Controlled by the Customer or the Airbus Helicopters group of companies.
- **AOG** (Aircraft On Ground) means a situation in which the Helicopter is unable to fly or is ineligible to return to service because of an unscheduled need for replacement or major repair of components, that is not related to scheduled maintenance tasks.
- **BFE/CFE** means Buyer Furnished Equipment / Customer Furnished Equipment.
- **Certificate of Conformity** (or **Statement of Conformity**) means the document issued by the Seller's quality assurance organization after completion of procedures approved by the respective authorized national agency certifying the Product's conformity with the Seller's applicable specifications.
- **CAMO** means Continuing Airworthiness Management Organization.
- **Contract** means the agreement between the Parties of which these Standard Conditions of Sale form part, comprising the applicable Specific Annex(es) and the Purchase Order or Order Confirmation.
- **Control** (including with correlative meanings the terms "controlling", "controlled" and "under common control with"), shall mean the possession, directly or indirectly, whether through ownership of voting securities, by contract or otherwise of:
  - a majority of the voting rights exercisable at general meetings of the controlled undertaking on all, or substantially all, matters, or,
  - the power to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors on all, or substantially all, matters ; or
  - a power to exert a dominant influence over the affairs of the controlled undertaking
- **Core Unit** means the used Part sent by the Customer to the Seller in case of exchange for an overhauled or repaired Part under the standard exchange service.
- **Customer** means the person, entity, or company to whom the Seller sells any Products and/or Services under the Contract.
- **Customer Centre** means a subsidiary or an Affiliate of the Seller.
- **Documentary Credit** means an irrevocable, confirmed and non-transferable documentary credit.
- **EASA** means European Aviation Safety Agency.
- **Helicopter** means helicopter manufactured by the Seller.
- **IT Service Provider(s)** mean(s) a third parties(y) contracted by the receiving Party that provide(s) IT services, project management services or other office management services and which may have administrative rights to sustain the IT systems.
- **Item** means transmission components, blades and/or equipment.
- **Order Confirmation** means the acknowledgement of receipt of the Customer's order by the Seller, i.e. either the confirmation sent by the Seller to the Customer to take into account the Customer's order or the approval sent by the Customer to the Seller on the Quotation.
- **Part** means a piece of an Item or a Product.
- **Party/Parties** mean either separately or collectively the Customer and/or the Seller.
- **Product(s)** means the goods to be provided by the Seller under the Contract in compliance with the applicable specification and/or definition, including all types of Helicopters, optional equipment, Spare Parts, tools, other equipment, documentation, technology, data, software on a Product (and any other goods mentioned in the Specific Annex(es), when applicable).
- **Production Organization Approval (POA)** means approvals issued by the respective competent authority to the Seller in compliance with EASA part 21/G regulation.
- **Purchase Order** (or **Order**) means the order covering the acquisition of Products and/or Services.
- **Quotation** means the priced offer and associated conditions, sent to the Customer by the Seller.
- **R&O** means the following activities: repair, overhaul, standard exchange, inspection and modification of an Item.
- **RMA** means Return Material Authorization format provided by the Seller for the purposes of the warranty article and/or R&O Service.
- **Seller** means Airbus Helicopters (SAS) located in Marignane, France and/or Airbus Helicopters Deutschland GmbH, located in Donauwörth, Germany.
- **Service(s)** means the services which may be performed under the Contract consisting of:
  - performance of R&O
  - Technical Data, technical assistance, technical expert services, and/or tool rental
  - performance of Training,
  - SaaS, and
  - any other services mentioned under the Specific Annex(es), when applicable.

The specific Service(s) to be provided by the Seller under the Contract are specified therein.
- **SaaS (Software As A Service)** means a software application available online on an internet website and/or a software application available on defined mobile operating system(s).
- **Specific Annex** (or **Annex**) means the annex of the SCS outlining specific conditions.
- **Spare Parts** means new parts provided by the Seller.
- **SCS** means these general Standard Conditions of Sale for Products and Services.
- **SB** means Service Bulletin.
- **STC** means Supplemental Type Certificate and also refers to an equipment which has a STC.
- **TAT** means Turn Around Time, from the time the Seller receives the Customer's Item and its related and valid documents in its facility up to the time the Item is at the Customer's disposal Free Carrier (FCA) Incoterms® 2020 at Seller's facility, less the Customer's approval lead time and/or less lead time due to Customer's responsibility discrepancies.
- **Technical Data** (or **TechData**) means technical publications provided by the Seller.
- **Training Items** means training software, training documentation and courseware.
- **Training** means training need analysis, training courses, simulator sessions and on-the-job training.
- **TSN, TSO, TSR, TBO, OTL, SLL** mean respectively Time Since New, Time Since Overhaul, Time Since Repair, Time Between Overhaul, Operating Time Limit and Service Life Limit.
- **VAT** means Value Added Tax.

## 2 - SUBJECT AND SCOPE

These general Standard Conditions of Sale apply to any sale of Products and/or Services sold by the Seller to its Customer(s), excluding brokerage or other distributor activities. The purchase of the Products and/or Services by a Customer is considered to be performed within the framework of its professional activities.

These general Standard Conditions of Sale are supplemented by the relevant Specific Annex(es) as quoted hereinafter, when applicable:

- for Helicopter sales:
  - Sale of new Helicopters and associated services
  - Sale of pre-owned Helicopters and associated services
- and for Products (other than Helicopters) and Services:
  - Sale of Spare Parts
  - R&O Services
  - Technical Data, technical assistance, technical expert services, tool rental
  - Training Services and Training Items
  - Helicopter maintenance, repair, overhaul, inspection, upgrade and retrofit
  - SaaS

### 3 - PURCHASE ORDER / QUOTATION

#### 3.1 Sale of Helicopters and associated Services - Purchase Order

The Helicopter Contract shall be binding when signed by duly authorised representatives of both Parties and the delivery schedule shall become effective upon receipt by the Seller of the initial down-payment and subject to compliance by the Customer to article 4.1.

#### 3.2 Products and Services sold independently of a Helicopter sale - Order issuance, acceptance

Customer's Orders shall be confirmed by the Seller in writing. The Contract shall become binding upon receipt by the Customer of the Seller's Order Confirmation and the delivery schedule shall become effective upon receipt by the Seller of the down-payment when relevant (as mentioned under article 6.2) and subject to compliance by the Customer to article 4.1.

In case the Customer requires a Quotation from the Seller, the Contract shall become binding when the Seller receives the Customer's written approval of such Quotation issued without changes. Said Quotation duly signed by the Customer shall constitute the Order Confirmation when received by the Seller.

#### 3.3 Purchase Order modifications

##### 3.3.1 Modifications to Purchase Order by the Seller

Pursuant to new manufacturing or engineering requirements, obsolescence or new regulations, the Seller shall be entitled to carry out modifications without the consent of the Customer, as long as these modifications do not affect the specification and/or performance and/or delivery time of the Product and/or Services. Should the requirements affect specification and/or performance of the Product and/or Services, related costs and/or delivery time, the Parties shall agree on the contractual consequences.

##### 3.3.2 Modifications to Purchase Order by the Customer

Any changes or configuration changes requested by the Customer require prior mutual written agreement of the Parties and may lead to an adjustment of the price and/or delivery time.

### 4 - COMPLIANCE, EXPORT AND IMPORT LICENCES - AUTHORIZATIONS, CUSTOMS

The Parties hereby undertake to comply at all times with all applicable laws and regulations in particular and not limited to national and international anti-corruption, anti-money laundering and any which impose economic, trade or other restrictive measures, or export, re-export licences or other authorisations in each case issued and enforced by a Sanctions Authority (together "Regulatory Rules").

For the purpose of the Contract,

- o "Sanctions Authority" means the United States of America (including, without limitation, the Department of State, the Department of Commerce and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury), the United Nations, the European Union, the United Kingdom or the government of any country with jurisdiction over the Seller.
- o "Sanctioned Person" means:
  - a. any natural or legal person in any list of sanctioned persons of any Sanctions Authority (including the list of Specially Designated Nationals (SDN) and Sectorial or Sanctions Identifications (SSI) list, as issued and administered by OFAC); or
  - b. any natural or legal person directly or indirectly owned or Controlled by any one or several person(s) designated under (a) above.

#### 4.1 Representation from the Customer and Know your Customer policy

The Customer undertakes to provide truthful, accurate and complete information to the Seller such as may be required by the Seller from time to time to comply with its obligations pursuant to the Regulatory Rules, including but not limited to information on the Customer's corporate structure and shareholding, or source of financing of the Contract.

Subject to articles 3.1 and 3.2, the Seller's obligations will only begin once the Seller has received from the Customer all required information and performed all necessary verifications pursuant to the Regulatory Rules and to the "Know your Customer" policy of the Seller. During Contract execution, a) failure by the Customer to comply with the Regulatory Rules and/or b) Customer becomes a Sanctioned Person and/or c) performance of either Party's obligations under the Contract would constitute a breach of Regulatory Rules and/or d) failure by the Customer to timely provide all necessary information and/or cooperate with the Seller, shall entitle the Seller to terminate the Contract forthwith without any prior notice and liability whatsoever.

#### 4.2 Export and Import licences - authorizations

All Products, including but not limited to item(s)/commodity(ies) (goods/hardware, software and technology(ies)) and/or Services may be subject to export laws and regulations as well as national, foreign and international regulations, and the Parties acknowledge that violations to such laws and regulations are prohibited.

The Seller will perform all necessary and appropriate procedures for requesting any official authorizations (such as export licences) needed for the performance of the Seller's obligations under the Contract. The Customer agrees to provide reasonable assistance or any documentation or certificate requested by the Seller to obtain the necessary authorizations and/or to ensure compliance with the applicable laws and regulations

The Seller shall not be held liable if the authorizations are not granted or are granted with delay or if an authorization that has been granted is amended, suspended, revoked or not renewed. Such event shall be considered as a force majeure event as defined in article 13.1.

The Customer shall obtain in due time any import licence/authorization required in its country for the Products and/or Services covered in the Contract and shall provide in due time the Seller upon its request with an end-user certificate duly signed by an empowered representative or, when necessary, its national authorities. The Seller agrees to provide, upon Customer's written request, reasonable assistance and any documentation for obtaining the import licences and/or to ensure compliance with the applicable laws and regulations.

Export licences/authorizations are provided for a specific end-user/end-user and/or with specific provisions and/or conditions. The Customer undertakes to abide by the content of governmental licences/authorizations and to warrant and represent certificates signed in the context of application procedures. Any change in the end-user/end-user of the corresponding Products and/or Services requires the prior authorization of the government that has issued the said export licences/authorizations. Therefore, prior to any transfer of control, possession, registration, title, ownership, etc. of Products and/or Services to any third party, the Customer shall notify the Seller thereof in order to allow the Seller to assess the necessary actions to be taken and the procedures to be applied. The Customer shall then follow the instructions given by the Seller.

The Parties also agree not to re-export any technical information or technology that may be exported under the Contract without first obtaining the other Party's approval and, when necessary, approval from the relevant Governmental authorities.

#### 4.3 Customs and intracommunity supplies

In case of intracommunity supplies or exportation directly to a country outside the European Union, the Customer will have to provide documentation for VAT purposes to the Seller to prove such exportation or intracommunity supplies. The Seller will inform the Customer of the required documentation in due time before the delivery date.

Irrespective of the applicable Incoterm, if Products are exported directly to a country outside the European Union, the Seller will provide appropriate export customs documentation to the Customer or its designated freight forwarder. The Customer guarantees correct closure of the related customs procedure in due time on leaving the European Union or the country of dispatch. In case of non-compliance, the Customer shall be liable for any additional costs and charges imposed on the Seller by the national tax administration.

## 5 - PRICES

### 5.1 General

Prices are stated and payable in Euros.

Helicopter prices and the prices of other Products and Services sold together with Helicopters are according to the baseline Helicopter definition in force at the date of signature of the Contract and to the specific configuration and scope detailed in the Contract.

For Products and Services sold independently of Helicopters, all invoices for Products and Services will be at the prices stated in the relevant Seller's price list in force, or in the relevant Quotation. The Seller's price lists are subject to regular updates.

Prices relate to Products and Services delivered in accordance with the Incoterms mentioned in each Specific Annex of these SCS.

### 5.2 Duties and taxes, VAT

Prices are exclusive of taxes, duties and/or charges resulting from administrative and legislative regulations in force in any country other than the Seller's country and of any customs and duty charges, which shall be borne by the Customer.

Prices are exclusive of VAT or sale taxes or turnover taxes or other similar taxes. If applicable, such taxes will be charged in addition.

### 5.3 Additional costs/ Chargeable amounts

Prices, unless otherwise stipulated in the Contract, do not include any preparation, packing and crating charges nor any modifications carried out at Customer's request before and after delivery, expenses incurred for the inspection of Products by third parties, expenses relating to freight forwarding, carriage by sea, air or land, ferry-flight, storage and insurance costs incurred after Customer's acceptance.

For all Orders below a minimum amount of two hundred (200) Euros, the Seller reserves the right to invoice a minimum amount of two hundred (200) Euros.

## 6 - PAYMENTS

### 6.1 General

The payment obligation will be considered fulfilled at the time the due amount is irrevocably credited in full to the Seller's bank account. The Customer shall make the payment by bank transfer (swift), which, on the Seller's request, may be secured by a stand-by letter of credit or a Documentary Credit.

Subject to article 14.1.2 any down-payments (including intermediate) made before acceptance are non-refundable, as they are necessary to cover the production, procurement, financial, administrative and other costs.

In the event of payment by Documentary Credit, the Customer shall at the time of the initial down-payment and/or Purchase Order, open at its own expense, a Documentary Credit in favour of the Seller for the Contract price, reduced by the initial down-payment, if any. The Documentary Credit shall permit partial deliveries and shall be valid for the total specified period of delivery or performance plus three (3) months covering the time required for preparing the necessary documents and for performing the payment. Should the Documentary Credit expire before full delivery is completed, the Customer shall in due time extend, at its expense, the Documentary Credit without any need for action in this respect on the part of the Seller. The Documentary Credit shall be payable at sight in favour of the Seller as deliveries are made upon presentation of the following documents by the Seller to the bank:

- o In case of Helicopter sale:
  - Commercial invoice in triplicate,
  - Statement of Conformity or Certificate of Conformity for Helicopters and optional equipment installed therein,
  - Authorized release certificate (EASA Form 1) for packed optional equipment and Spare Parts and
  - Certificate of Conformity for miscellaneous parts and tools which are not subject to installation on Helicopter.
- o In case of Products and Services sold independently of a Helicopter sale:
  - Commercial invoice in duplicate, and

- Any document specified by the Seller and mentioned under the Contract.

As well, the stand-by letter of credit shall be opened at Customer's expense and payable upon presentation by the Seller on first demand to the bank of the here-above described documents.

### 6.2 Payment terms

#### 6.2.1 Sale of Helicopters and associated Services

The Customer shall make the following payments:

- o An initial down-payment of thirty (30) per cent of the contractual amount no later than fifteen (15) calendar days after the signature of the Contract,
- o An intermediate down-payment of
  - Twenty (20) per cent of the contractual amount, six (6) months prior to delivery for H125, H130, H135 and H145 Helicopters, or
  - Thirty (30) per cent of the contractual amount, nine (9) months prior to delivery for H160, H175, H215 and H225 Helicopters,
- o The balance of the total contractual amount at the time of the acceptance of the Products and Services and prior to delivery.

In case of sale of pre-owned helicopter(s), the Customer shall make the following payments:

- o An initial down-payment of thirty (30) per cent of the contractual amount no later than fifteen (15) calendar days after the signature of the Contract,
- o The balance of the total contractual amount at the time of the acceptance of the Products and prior to delivery.

#### 6.2.2 Products and Services sold independently of a Helicopter sale

For any Order (except as specified hereinafter), the Customer shall make the following payments:

- o Upon Contract signature, a thirty (30) per cent down-payment of the total amount of the Contract shall be paid by the Customer no later than fifteen (15) calendar days following the date of invoice;
- o Upon delivery of the Products or Items / performance of the Services, the balance of the invoiced amount of the delivered Products or Items / performed Services shall be paid by the Customer no later than thirty (30) calendar days following the date of invoice.

Nevertheless, for Spare Part Orders not exceeding two hundred thousand (200,000) Euros and for R&O Service Orders not exceeding fifty thousand (50,000) Euros, full payment shall be made upon delivery no later than thirty (30) calendar days following the date of invoice.

Payment terms for Services such as, but not limited to, SaaS or Helicopter maintenance, repair, overhaul, upgrade, retrofit or inspection, are specific and defined in the relevant Specific Annex.

Without prejudice to article 6.3, should the Customer be in a situation of past debit towards the Seller, the Seller is entitled, without prior notice, to:

- o alter the terms of payment and request cash in advance payment for any Order and/or
- o postpone any Product delivery or Service performance ordered by the Customer to the Seller in any agreement without any liability whatsoever to the Seller; the Seller may charge the Customer for any additional costs and/or expenses incurred as a result of such postponement, such as, but not limited to, costs and/or expenses for storage, maintenance or loss of training slot.

Unless otherwise agreed, no discount shall be granted by the Seller to the Customer in case of early payment.

### 6.3 Late payment remedies

Payment shall under no circumstances be postponed or apportioned for any reason whatsoever. Consequently, in case of late payment, the Customer shall pay to the Seller interest on the unpaid amount at the rate calculated on the basis of ten (10) percentage points per annum computed on the basis of 365 days/year and the actual number of days elapsed since the due date until the actual date of payment without any need for a formal demand or any prior notice.

Without prejudice to the above, should the Customer fail to pay or in the event of a delay in payment, the Seller will be entitled to extend the schedule for an equivalent time period and/or suspend

performance of the Contract and/or in all cases, definitively retain the amount of any payments already made by the Customer. The retention of any such payment shall not preclude the Seller from seeking compensation from the Customer for further damages and/or costs. Notwithstanding anything to the contrary elsewhere in these SCS, in the event of a delay or failure by the Customer to pay for more than two (2) months, the Seller shall be entitled to terminate the Contract for default of the Customer under the conditions defined in article 14.1.1

In addition, when French law is applicable as per article 15, the Customer shall also be liable to the Seller for a fixed amount of forty (40) Euros for cost recovery fees pursuant to French code of commerce article L. 441-6. If the actual costs incurred by the Seller in recovering unpaid sums exceed forty (40) Euros, the Seller shall be entitled to ask for additional compensation upon producing evidence of such actual costs.

## 7 - QUALITY ASSURANCE AND AIRWORTHINESS

### 7.1 General

Airbus Helicopters and Airbus Helicopters Deutschland GmbH hold

- o a POA issued by EASA according to Part 21/G regulation,
- o a maintenance organisation approval in compliance with the EASA Part 145 regulation, as issued by its respective national civil aviation authorities, and
- o a training organisation approval in compliance with the EASA Part 147 for maintenance staff and helicopter Part FCL (Flight Crew Licencing) for aircrews as issued by its respective national civil aviation authorities.

The privileges of an approved production organization include the issuance of airworthiness documents.

The Seller holds a CAMO approval certificate issued by its national civil aviation authority in compliance with EASA Part M/ Subpart G.

The official recognition that Products and repaired / overhauled / standard exchange Items have satisfied the quality assurance procedures is certified by the issuance of the following documents:

For Helicopter(s) in baseline definition and installed optional equipment:

- o A Statement of Conformity or Certificate of Conformity issued by the Seller's quality organization to certify compliance with the contractual specification,
- o An Aircraft Statement of Conformity (EASA Form 52) for Helicopters sold to customers of EASA member states signed by the Seller's authorized certifying staff within the above mentioned POA. The EASA Form 52 allows the issuance by the national civil aviation authority of the certificate of airworthiness for the European countries members of EASA, or
- o A certificate of airworthiness for export, for Helicopters sold outside the European Union, issued by EASA upon submission by the Seller of the above mentioned original Helicopter Statement of Conformity (EASA Form 52),
- o For the concerned components/equipment, a hard copy of the logcard or a digital one at the Customer's choice,
- o Upon request, a certificate of non-registration issued by the national civil aviation authority.

For optional equipment delivered packed, Spare Parts and repaired / overhauled / standard exchange Items:

- o Upon request, a Certificate of Conformity or other equivalent document issued by the Seller's authorized certifying staff, for standard components,
- o An authorized release certificate (EASA Form 1) for other certified components or non-standard Spare Parts issued on behalf of the national civil aviation authority by the Seller or the Seller's selected workshop,
- o A logcard if applicable
  - For new parts/Items: a hard copy or a digital one at the Customer's choice,
  - For other parts/Items: if the Customer is using the paper format, in the same format as provided by the Customer, the previous customer or previous user as applicable; if the Customer is using the digital format, a digital one,
- o A dual or tri release if required through a bi/tri lateral agreement between authorities (e.g. Federal Aviation Regulation (FAR) 145 / Transport Canada Civil Aviation (TCCA) 145).

For miscellaneous parts and tools which are not subject to installation on the Helicopter (if applicable):

- o A Certificate of Conformity issued by the Seller.

The Customer that has its civil helicopter registered in a country under EASA regulation is responsible for any task related to the management of the continuing airworthiness of the helicopter or shall transfer this obligation by signing a contract with a CAMO in order to ensure the proper accomplishment of the airworthiness management activities in accordance with the regulations in force (Part M/ Subpart G). Upon signature of the Contract with the Seller, the Customer shall indicate who will assume the responsibility of the CAMO.

### 7.2 Modifications after delivery

The Seller will notify the Customer of any modifications that the competent national airworthiness agency has decided to impose on Helicopters or Spare Parts of the same type. In the event of such modifications, the Seller shall make available to the Customer, within a reasonable time, at the latter's request and expense, the equipment kits required to incorporate such modifications to the Helicopter and Spare Parts previously delivered. For this purpose, the Customer shall receive at no additional cost the technical information bulletins relating to the type of Helicopter mentioned in the Contract for as long as at least one (1) Helicopter of the type remains in service with the Customer.

## 8 - ACCEPTANCE AND TRANSFER OF OWNERSHIP AND RISK

### 8.1 Helicopter acceptance activities

#### 8.1.1 Helicopter acceptance activities by the Seller

Prior to Customer's acceptance activities for new Helicopters, the Seller shall perform production ground and flight tests on Helicopters. Flight tests will not exceed per Helicopter:

- o Twenty (20) flight hours for H125, H130, H135 and H145 or,
- o Thirty (30) flight hours for H160 and H175 or,
- o Fifty (50) flight hours for H215 and H225.
- o Equipment and components may be delivered with up to fifty (50) hours and/or the remaining time of equipment and components may be reasonably affected by the industrial cycle.

Additional hours may be flown in the event that development and installation of specific equipment is requested by the Customer. The cost of such additional hours shall be borne by the Customer.

Helicopter non conformities with regard to certified definition, which have an impact on Helicopter operation and maintenance by the Customer, shall be submitted to the Customer for approval through recordable concessions.

Upon satisfactory completion of the Seller's acceptance activities, a Certificate of Conformity will be issued by the Seller. As from the date of issuance of this document, the Helicopters shall be deemed ready for Customer's acceptance, referred to as the "Ready for Acceptance" date.

#### 8.1.2 Helicopter acceptance activities by the Customer

Not later than (1) month prior to the date on which a Helicopter is to be Ready for Acceptance by the Customer, the Seller will provide the Customer with a procedure describing the acceptance process (organization, schedule, documents, etc) and document(s) defining the flight tests that could be performed by the Customer (hereinafter referred to as "Acceptance Test Document(s)"). The purpose of these tests is not to re-perform certification tests. These documents shall be valid for all Helicopters of the same type.

Within one (1) week after receipt of the Ready for Acceptance notice, the Customer shall send to the Seller the information required from the Customer's representatives in order to be admitted to the Seller's premises. The Customer's inspection team shall not exceed three (3) persons.

The acceptance activities by the Customer shall not exceed, per Helicopter:

- o One (1) day for H125, H130, H135 and H145, or
- o Two (2) days for H160, or
- o Three (3) days for H175, H215 and H225.

The Customer shall bear its own expenses and costs related to the Customer acceptance activities including but not limited to travel and accommodation of its representatives during this process.

During the Customer's acceptance activities, it may perform acceptance flights, the combined time of which shall not exceed per Helicopter one (1) flight hour for H125, H130, H135 and H145 Helicopters and two (2) flight hours for H160, H175, H215 and H225 Helicopters.

Acceptance flights will follow the format and procedures described in the Acceptance Test Document(s) provided by the Seller and shall be carried out under the responsibility of a Seller's pilot acting as pilot in command.

Unless a major deviation from the specification is found during the Customer's acceptance, the Customer shall accept the Helicopters as being in conformity with the contractual specifications. The acceptance shall be acknowledged by the Customer's signature of an acceptance certificate, designated as "Acceptance Protocol" and/or "Acceptance and Transfer of Ownership Protocol". As indicated in the Ready for Acceptance notice, if the acceptance certificate is not signed within the above acceptance time period, and without such absence of signature being duly justified in writing explaining the precise reason of the rejection and the contractual grounds thereof, or if the Customer does not attend the acceptance procedure, the acceptance shall be deemed to have been granted by the Customer after the above mentioned time period.

## 8.2 Acceptance of Products (other than the Helicopters) and Services

A Certificate of Conformity or equivalent document is issued by the Seller for Products other than the Helicopters.

With regards to Products other than Helicopters, the Customer shall check and notify any defect and/or non-conformity with the Order and/or missing associated documentation in a documented registered letter:

- o within twenty one (21) calendar days as from the date the Seller has notified that the Product is ready to be collected, or
- o in case of Products delivered CIP or DAP Incoterms® 2020, the time frames for acceptance are the following:
  - forty eight (48) hours for AOG Orders,
  - fifteen (15) calendar days after delivery for Training Items and/or Technical Data

and claims against the carrier shall be made within three (3) working days as from the date of receipt of the Product. Any return of Products with defect and/or non-conformity shall be subject to the Seller's prior written approval and shall be packed with the original or appropriate packing and freighted in accordance with the Seller's instructions. After expiry of said periods, the Customer's acceptance of the Products shall be deemed given unless the Customer's refusal is duly substantiated in writing and explaining the precise reason of the refusal and the contractual grounds thereof.

For the Services, except SaaS, a certificate of completion of Services or assignment sheet shall be issued once the Service has been performed. The Customer shall sign the form certifying that the Service has been provided in accordance with the Contract. Unless the Customer's refusal is duly substantiated in writing and explains the precise reason of the refusal and the contractual grounds thereof, the Service shall be deemed accepted five (5) working days after issuance of the certificate of completion of the Services or of the assignment sheet. SaaS, including any and all of their supporting elements and content, are provided on an "as is" and "as available" basis.

## 8.3 Collection of Products

After the transfer of ownership, the Customer shall collect the Helicopter within two (2) weeks in case of ferry flight or within one (1) month, if it is to be dismantled or conditioned for sea, air or road transport.

If pilot's training has been contractually agreed to take place following the acceptance of the Customer's Helicopter, said duration shall be extended by the time required to train its pilot(s) on its Helicopter.

The Customer shall collect any optional (i.e. not installed on Helicopter) packed equipment, Spare Parts, R&O Items and/or tools:

- o within four (4) weeks for Products sold together with Helicopters
- o within fifteen (15) calendar days otherwise

following the notification by the Seller to the Customer of its availability.

If the Customer fails to pick up its Products within the above mentioned periods of time:

- o The Customer shall reimburse the Seller any expenses incurred by the Seller such as maintenance, storage, insurance, taxes and associated damages and interest if any, levies, etc. The foregoing does not constitute any obligation for the Seller to maintain, store or insure the Products beyond the date the Products should have been collected.
- o The Seller may terminate the Contract as per article 14.1.1 and shall not be liable for any loss or damages incurred by the Customer as a consequence of such termination.

In the event that the Products are delivered in consigned containers, the Customer shall return said containers at its expense within fifteen (15) calendar days after they are made available to the Customer by the freight forwarder. After the expiry of this period, the Seller shall be entitled to invoice the container at its current price.

## 8.4 Transfer of ownership and risk

### 8.4.1 Helicopters

Transfer of ownership of the Product shall be subject to the prior fulfilment by the Customer of its obligations, in particular full payment of the balance of the Contract and interest, if any. Upon signature of the "Acceptance Protocol" or the "Acceptance and Transfer of Ownership Protocol" by the Parties and upon full payment of the Contract price, the ownership of the Products is transferred from the Seller to the Customer. The Seller shall also immediately issue the bill of sale.

All risks relating to the loss of or damage to the Products shall pass to the Customer upon transfer of ownership following delivery, as per the Incoterms specified in the "Specific Annex applying to the Sale of New Helicopters and associated Services".

Until the transfer of risks to the Customer, the Seller shall maintain for the activities to be performed by the Seller an insurance coverage, scope, limits of cover and duration of which are as wide as what is usually practiced in the aviation industry.

From the transfer of ownership to the Customer,

- o the Customer shall effect and maintain, at its own cost, an appropriate insurance coverage, including but not limited to a hull all risk and hull war risk insurance coverage;
- o with respect to the Customer's hull all risk and hull war risk insurance coverage, the Customer shall cause the insurers of the Customer's hull insurance policies to waive all rights of subrogation against the Seller, its assignees and its directors, officers, agents and employees.

From the transfer of risks, the Customer shall bear all risks related to the Helicopter and waive the right of any recourse of any nature whatsoever against the Seller, its assignees and its directors, officers, agents and employees to this respect.

In case of collection of the Product by the Customer as per article 8.3, the Seller shall remain liable for any damage to the Products due to the Seller's negligence, gross negligence or willful misconduct until the collection of the Product provided that the collection is made in the timeframe defined in the three first paragraphs of article 8.3.

At Customer's request and costs, and according to the terms of the Contract, the Seller will dismantle and package the Helicopter for transportation after the transfer of ownership.

### 8.4.2 Products other than Helicopters

The transfer of ownership of any Products other than Helicopters shall take place:

- o at the Seller's facility, at the time of their collection by the forwarding agent appointed by the Customer, or
- o in case of Products delivered CIP or DAP Incoterms® 2020, at the mentioned delivery place,

and shall be subject to the prior performance by the Customer of its obligations in particular the full payment of the delivered Products and interest, if any.

As a result, should the Customer fail to pay according to the contractual payment terms, the Seller reserves the right to terminate the Contract through notification sent by registered letter and, if the Products are already delivered, to demand that said Products be returned. If the laws of the country where the Products are delivered do not allow the Seller to regain ownership, the Seller shall be entitled to benefit from any other rights that such laws may confer. The Customer shall implement all measures necessary to protect the Seller's aforementioned rights. In all cases, this will not prevent the Seller from claiming any damages.

Risk of loss or damage to the Products is transferred to the Customer at the time of delivery of the Products by the Seller as determined by the agreed Incoterms® 2020.

## 8.5 Adherence to the delivery date

Adherence to the delivery date is conditioned upon the Customer fulfilling all of its contractual obligations.

## 9 - WARRANTY

### 9.1 General

The Seller warrants that the Products and Services provided, except the turbine engine(s), specific equipment with a STC mentioned in the Contract (if any) and MEGHAS avionics equipment, are free from defects in material and workmanship under normal use and service and that software identified in the applicable Helicopter specification substantially provides the functions set forth in the said specification or in the applicable SB.

The turbine engine(s) as well as the MEGHAS avionics equipment installed in the Helicopter and STCs equipment identified in the Contract are covered by the warranty granted by the manufacturers of these items (Safran Helicopter Engines, Pratt & Whitney and Thales and the STC holder), the benefits of which the Seller hereby assigns on to the Customer who hereby acknowledges and accepts such assignment.

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Customer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Customer a warranty claim acknowledgment and a RMA form. Within fifteen (15) calendar days following the receipt of such documents the Customer shall return the allegedly defective Parts to the Seller. If the Customer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Customer at the price stated in the relevant Seller's price list in force, or in the relevant Quotation.

The Seller will compensate reasonable transportation costs outbound from the Customer premises to the Seller's premises for the repairable Parts for which the benefit of the warranty has been granted by the Seller. The Customer shall send the invoice to the Seller by the end of each quarter and in any case not later than three (3) months after the acceptance by the Seller of the warranty claim. Corresponding credit notification will be issued on a quarterly basis by the Seller and shall be applicable to Spare Parts and/or R&O invoice(s). Insurance, customs expenses and other charges as well as the expenses incurred by the Customer for the removal, re-installation, calibration and troubleshooting operations with respect to such Parts shall be borne by the Customer.

However, during the first year of the warranty of a new civil Helicopter, for each valid warranty claim, the Seller will compensate in kind the Customer for reasonable labour charges related to warranty issues on the basis of removal and re-installation of the concerned Part(s) (troubleshooting excluded). These labour charges flat rates in force are defined by the Seller per category and are available to the Customer on request. Such compensation shall be cumulated on a monthly basis under the form of a credit which shall be valid for one (1) year and shall be used by the Customers for paying ordered Spare Parts. If applicable, the Customer hereby authorizes the Seller to grant the credit to the company who manages and performs the warranty claim on its behalf for the final benefit of the said Customer.

Said credit(s) shall not apply in case of Customer's default, such as, but not limited to, late payment and payment failure.

For Parts for which the benefit of the warranty has been granted by the Seller, the return transportation costs to the Customer premises shall be borne by the Seller.

The warranty exclusions are as follows:

- Parts and any associated costs incurred for scheduled maintenance, or
- if the Customer has failed to notify the Seller of its warranty claim within fifteen (15) calendar days from the failure occurrence date, or
- if the supply and/or any part thereof is stored, freighted, operated, maintained, installed, repaired or overhauled otherwise than in accordance with the manuals, documentation and instructions delivered by the Seller, or
- in the event that maintenance activities have not been properly entered in the appropriate logbook (or in case of failure to produce the logbook to the Seller if so requested), or
- if the defective Product or any part thereof has been repaired or altered otherwise than as instructed by the Seller or its subcontractors/suppliers, or
- if the Product or any part thereof has suffered an accident, or
- in the event of a defect that is the result of normal wear and tear, or
- if the Product has not been delivered by the Seller, or
- if such Product or any part thereof is not properly stored and protected in accordance with instructions delivered by the Seller, or
- if the defect is partly or wholly caused by a defective item not provided by the Seller, or
- if the software or the host media is exposed to any computer virus or to any conditions in excess of those published in the applicable manuals, documentation and instructions delivered by the Seller, as well as any alteration and/or modification not validated by the Seller, having an impact on the software, or
- normal wear and tear of item(s) such as, but not limited to, seals, tires, inner tubes, bulbs, packings and similar consumables parts.

The warranty is granted to the Customer personally.

As a consequence, should the Customer sell a Helicopter during the warranty period, it undertakes to notify the Seller of the new owner's name at the time of the transfer of title. Notwithstanding, any request for warranty transfer to any third party within the six (6) months following the Helicopter's delivery is subject to the prior written consent of the Seller. Should the Customer want the warranty to be managed by a third party, it shall then provide the Seller with a power of attorney authorizing the said third party to act on its behalf.

The warranty constitutes the Seller's, sole liability in case of breach of the warranty obligation, and is exclusive and in lieu of any other warranty or remedy available under the Contract or at law (to the extent permitted at law).

### 9.2 Warranty period

The Seller's obligation under the warranty is limited to the repair - or replacement at the Seller's discretion - of the allegedly defective Products or Services that have been returned to its facility and, at the time of any repair or replacement have been recognized by the Seller after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time-limits mentioned here-after:

- o For new civil Helicopter(s) in baseline definition and installed optional equipment:
  - Within two thousand (2,000) flying hours or thirty six (36) months after their acceptance at the Seller's factory, whichever event occurs first.
- o For Spare Part(s) and SB kit(s):
  - Within one thousand (1,000) flying hours or twelve (12) months from the time they are fitted to the Helicopters or twenty four (24) months after their delivery from the Seller's factory, whichever event occurs first.
- o For tool(s):
  - Within twenty four (24) months after their delivery from the Seller's factory.
- o For Training Item(s):
  - Within the twelve (12) months after their delivery from the Seller's factory.



- For repaired, overhauled and standard exchange Items, and used Part(s):
  - Within five hundred (500) flying hours or six (6) months from the time they are fitted to the Helicopters or twelve (12) months after their delivery from the Seller's site, whichever event occurs first.
  - For repaired Item, the warranty is limited to the repair done and/or the Parts replaced.
- For tools repaired, overhauled or returned for calibration:
  - Within twelve (12) months after their delivery from the Seller's site.
- For workmanship:
  - Within five hundred (500) flying hours or six (6) months from the signature date of the acceptance certificate for such workmanship by both Parties, whichever event occurs first.
- Warranty periods in case of sale of pre-owned Helicopter(s) are defined in the relevant Specific Annex.

Software identified in the applicable Helicopter specification shall only be considered as non-conforming, if there are substantial deviations of the functions supported by software from the Helicopter specifications. The Seller will remedy such non-conforming software for the considered Helicopter by, at its sole discretion, either providing a correction release of the software or by finding a reasonable workaround. The Customer shall supply the Seller with all necessary information and documentation in its possession, to enable the Seller to investigate and rectify such non-conforming software. The Seller warrants the software identified in the applicable Helicopter specification provided that any alleged non-conformity is notified by the Customer to the Seller within one hundred and eighty (180) calendar days from the date of delivery of the Helicopter to the Customer.

The warranty conditions for software embedded in the delivered Spare Parts or in the delivered repaired/overhauled/ standard exchange Item shall be the ones applicable to the software delivered with the Helicopter, as mentioned in the previous paragraph.

Any SaaS, including any and all of their supporting elements and content, are provided "as is" and "as available".

The warranty period on the repaired or replaced part(s) shall be the warranty period that was remaining on the respective defective Part. The Part(s) removed for which the Seller supplies a replacement part(s) shall become the property of the Seller.

### 9-3 German legal warranty

For Contracts governed by German law, the German legal warranty (Sachmängelhaftung) supersedes the standard warranty conditions described here above for the first twelve (12) months. During this period, and provided that the German legal warranty is applicable, the Seller may elect to repair or replace the defective Products.

## 10 - CONFIDENTIALITY

During the performance of the Contract, the proprietary information of the Parties shall be protected as follows: the term "Proprietary Information" shall mean any information or data in whatever form (either in writing or orally, subject to the conditions set forth hereinafter, and including but not limited to any written or printed documents, samples, models or any means of disclosing such Proprietary Information that the disclosing Party may elect to use during the life of the Contract), disclosed by either Party to the other and which is designated as proprietary to the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been promptly (within thirty (30) calendar days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing Party.

The receiving Party hereby covenants that, from the effective date of the Contract, the Proprietary Information received from the disclosing Party shall:

- a) be protected and kept in strict confidence by the receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case any less than reasonable care; and
- b) be only disclosed to and used by those persons within the receiving Party's organization (including temporary workers) and its Affiliates, external counsels, lawyers, accountants, auditors, banks, insurers and IT Service Providers, who have a need to

know and solely for the purpose specified in the Contract (and provided such entities are bound by confidentiality obligations either at least as constraining or resulting from a professional duty by operation of law); and

- c) not be used, in whole or in part, for any purpose other than the purpose of the Contract without the prior written consent of the disclosing Party; and
- d) neither be disclosed nor caused to be disclosed, whether directly or indirectly to any third party or persons other than those mentioned in subparagraph b) above; and
- e) neither be copied nor otherwise reproduced nor duplicated, in whole or in part, where such copying, reproduction or duplication has not been specifically authorized in writing by the disclosing Party.

Any Proprietary Information and copies thereof disclosed by either Party to the other shall, subject to any third party rights, remain the property of the disclosing Party and shall be immediately returned by the receiving Party upon request.

Notwithstanding the confidentiality obligations stated in the Contract, the receiving Party may disclose the Proprietary Information to any governmental agency or judge legally authorized to have mandatory access to such information, provided however that in these circumstances, the receiving Party shall prior to disclosure notify the disclosing Party to give the disclosing Party the opportunity to take appropriate action(s), as far as available, against such disclosure.

Airbus Helicopters (SAS), as a French company, is under the obligation to comply with French Law n°68-678 (as modified by Law n°80-538) regarding the communication of documents and information of economic, commercial, industrial, financial or technical nature to natural or legal entities abroad.

## 11 - INTELLECTUAL PROPERTY

The Seller retains all rights in respect of developments, inventions, know-how, production procedures and any intellectual property rights relating to the Products and/or Services.

Nothing in the SCS shall be construed as a legal transfer of or licence to (other than specified hereafter), any patent, utility or design model, copyright, trademark, know-how or other intellectual property right.

Copying and/or reproducing and/or communication and/or transmission to a third party of Seller's Products or Services or technical information or Technical Data or training manuals, either wholly or partially, without the Seller's written express approval is strictly forbidden (except for the copying by the Customer of technical documentation provided by the Seller exclusively for the purposes of operation and maintenance of the Helicopters by the Customer).

The Seller grants the Customer a non-exclusive, non-transferable licence to use

- a SaaS for the purposes of operating and/or maintaining helicopters and/or
- the executable form of the software on the related Product, for the purposes of operating the Helicopters.

This licence does not entitle the Customer to receive free of charge updates of such software. The Customer shall not decompile, disassemble, modify, reverse assemble, reverse engineer or reduce to human readable form, the software and/or any SaaS except to the extent the foregoing restriction is, by operation of applicable law, prohibited or of no effect.

## 12 - LIABILITY

Notwithstanding any provision to the contrary in the Contract or elsewhere, the total and cumulated liability of the Seller due to any and all causes whatsoever, whether based on breach of contract or in tort or otherwise, shall in no event exceed in aggregate an amount equivalent to ten per cent (10%) of the total net Contract price (excluding taxes) or in case a specific Order is passed and the triggering event of liability relates to that Order, ten per cent (10%) of the total net Order price (excluding taxes).

The above limitation shall not apply in the event of gross negligence, willful misconduct, death or bodily injury.

Each Party shall be responsible for death or bodily injury arising to its own personnel, whatever the cause. The Parties therefore waive the right to any claim against the other in this respect, except if such death



or bodily injury is caused by the gross negligence or willful misconduct of the other Party.

In no event shall the Parties be liable for any indirect, consequential, incidental, special or punitive damages of any kind, including, but not limited to, damages for any loss of use or profit, loss of assets, loss of asset value, loss resulting from business disruption, loss of goodwill or loss of contractual opportunity by the other Party.

To the extent permitted at law, the Seller's obligations and liabilities and the Customer's rights and remedies as set forth in the Contract are exclusive and are in replacement of any and all other remedies under law or otherwise.

## **13 - FORCE MAJEURE AND EXCUSABLE DELAY**

### **13.1 Force majeure**

The Seller shall not be held responsible for failure to perform or delay in performing any of the contractual obligations of the Contract if such failure or delay is due to, but not limited to:

- o acts of God, war, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of the Seller's sources of supply, shortage in material or energy, or
  - o acts, orders or priorities resulting from any government action, national or international authorities, or
  - o acts caused by any supplier or subcontractor of the Seller (or lower level subcontractor or supplier), or
  - o a bankruptcy or insolvency event concerning any supplier or subcontractor of the Seller (or lower level subcontractor or supplier), or
  - o any other case beyond the reasonable control of the Seller.
- and including any of the above events which already pre-existed at the time of the signature of the Contract.

For the avoidance of doubt, the delay or absence of payment by the Customer can not be considered by it as a case of force majeure.

In case of force majeure, the contractual delivery date shall be extended by such period of time reasonably required to remove and/or overcome the event of force majeure and its effects.

### **13.2 Excusable delay**

Any postponement of the contractual dates due to the following causes shall not constitute a delay for the Seller:

- a) BFE/CFE not delivered according to the schedule stated in the Contract or found defective and which consequently requires to be replaced by the Customer or,
- b) Changes or additions to the Contract requested by the Customer or,
- c) Any failure or omission by the Customer to perform its obligations set forth in the Contract.

Any additional costs incurred by the Seller as a result of the occurrence of one of the above events can be invoiced by the Seller and shall be paid by the Customer over and above the Contract Price.

## **14 - TERMINATION**

### **14.1 Termination for default**

A Party may terminate all or part of the Contract for default of the other Party in the event that the other Party persistently fails to perform its obligations and despite the non-defaulting Party having notified by acknowledgment of receipt the defaulting Party to take adequate corrective measures and provided no such measures have been proven to have been taken within a period of six (6) months, following the above notice. The termination shall occur without any specific formality other than the above notice.

In the case of termination for default, the following shall apply:

#### **14.1.1 In case of default of the Customer:**

- a) the Customer shall indemnify the Seller for all costs and damages (including but not limited to raw materials, labour, overhead, storage fees, work in progress) incurred by the Seller or which the Seller could not avoid incurring (including termination indemnities, if any, under the contracts between the Seller and its subcontractors or suppliers or under the second level contracts or subcontracts),

- b) the Customer shall pay to the Seller a termination indemnity equal to ten per cent (10%) of the contractual price to cover Seller's general administrative and financial costs,
- c) the Customer shall indemnify the Seller in case other remedies are available by the Customer under the Contract, than those mentioned under paragraphs a) to b) above, and
- d) the Seller shall be entitled to retain any payments already made by the Customer.

#### **14.1.2 In case of default of the Seller:**

- a) the Seller shall be entitled to deliver the remaining non-faulty Products and render the remaining non-faulty Services, and shall be paid the corresponding price thereof,
- b) the Seller shall return to the Customer all the BFE/CFE remaining in its premises, once the Products are delivered and/or the Services are rendered, and
- c) the Seller shall refund the Customer, the amount of the down-payment which refers to the unfulfilled part of the Contract.

### **14.2 Termination for force majeure**

In case of the occurrence of a force majeure event as provided in article 13.1 results in the contractual delivery or performance dates being extended by more than six (6) consecutive months, the Parties shall meet in order to determine under which conditions they wish to pursue the Contract or if they do not reach an agreement within a one (1) month period, either Party shall be entitled to terminate the Contract, without being entitled to claim for any damages or compensation in any form whatsoever.

## **15 - APPLICABLE LAW AND DISPUTE RESOLUTION**

The Contract shall be governed by German law for the sale of Products and/or Services by Airbus Helicopters Deutschland GmbH and by French law for the sale of Products and/or Services by Airbus Helicopters. Irrespective of the applicable law, the "United Nations Convention on Contracts for the International Sale of Goods" is excluded.

The Parties shall attempt to amicably settle any dispute, controversy or claim arising out or in connection with the Contract, including through mediation (under the authority of a neutral, independent mediator to be jointly appointed by the Parties). If two (2) months after the occurrence of such dispute, controversy or claim, the Parties have failed to reach an agreement (unless they agree to extend the amicable phase), then the dispute, controversy or claim shall be settled as follows, depending on the contractual aggregate amount:

- o A dispute will be finally settled under the rules of arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said rules.
- o In the specific case of a dispute of which the aggregate amount does not exceed ten million (10 000 000) Euros, the Parties shall opt for a fast track arbitration process in accordance with the ICC rules.

The place of arbitration shall be Geneva (Switzerland) and the language of the arbitration shall be English.

However, in all cases, should the Seller elect to choose a local court jurisdiction due to arbitration not being adapted to the specific nature of the dispute, in particular the need for immediate injunctive relief or to recover sums due, then such local court will be competent to settle the dispute.

The Parties hereby consent and agree to be subject to the jurisdiction of the aforesaid courts and/or arbitration and, to the greatest extent permitted by the applicable law, the Parties hereby waive any right to seek to avoid the jurisdiction of the above courts on the basis of the doctrine of forum non conveniens.

Unless otherwise agreed by both Parties, the fact that any dispute has been referred to arbitration pursuant to this article shall not relieve either Party from any of its obligations as set out in the Contract.

## **16 - DATA EXCHANGE**

### **16.1 General**

In order to improve the Products, their reliability and availability and the Customer services, the Seller has set up a data exchange process based on maintenance and operational data coming from the Customer's helicopters in service. The data (hereinafter the "Data") will notably consist of:

- o Helicopter data generated by on-board recording systems,
- o information system data, such as maintenance, operation, logistics and airworthiness data and
- o data loaded to, transmitted by and/or stored as well as data generated by the SaaS as a result of the use of the SaaS.

Thus, the Customer (including its designated entity for operations and/or maintenance), hereby authorizes the Seller on a free and non-exclusive basis:

- o to collect such Data,
- o to use the Data to create processed data (data which is reconciliated, enriched, qualified and analysed by the Seller) (hereinafter the "Processed data"),
- o to anonymize such Processed data (Processed data which is anonymized, not enabling to identify the Customer) (hereinafter the "Anonymous data"),
- o to disclose Data, Anonymous data and Processed data internally only to those of its employees (for the avoidance of doubt, this shall include temporary agency workers and freelancers) and/or Customer Centres having a need to have access to such data for the purpose (\*) stated below,
- o to disclose Data and Processed Data to partners, suppliers and/or subcontractors of the Seller (i) having a need to have access to such data for the purpose (\*) stated below and (ii) being bound by confidentiality obligations,
- o to disclose Anonymous data to partners, suppliers and/or subcontractors of the Seller for the purpose (\*) stated below,
- o to use and disclose to customers Anonymous data (including after being complemented with additional sources of anonymous data) for the purpose (\*\*) stated below, and
- o to store Data, Processed data and Anonymous data.

(\*) Disclosure shall be for the purpose of further software & service development, helicopter improvement & expert analysis.

(\*\*) Trend monitoring, benchmarking services, report issuance, analyses and customer workshops for helicopter maturity.

Data, Anonymous data and Processed data may also be used for the purposes of supporting the Customer subject to a specific agreement.

## 16.2 Data confidentiality and intellectual property

The Parties agree that any and all Data disclosed by the Customer or its designated entity to the Seller shall be deemed confidential. Nevertheless, the Seller shall be entitled to disclose Data and Processed data to the persons and entities and at the conditions described under article 16.1 above. Anonymous data (including after being complemented with additional sources of anonymous data) can however be used and disclosed by the Seller without being subject to any confidentiality limitations/obligations.

The Seller owns all foreground intellectual property and know-how, if any, generated by the outcome of the analysis of the Data, Processed data and/or Anonymous data.

## 16.3 Data related liability

Notwithstanding anything to the contrary in the Contract, the intent of present data collection is not to analyze such data in order to detect/prevent potential incidents/accidents, therefore neither the Seller nor its Customer Centres shall be liable towards the Customer or its designated entity as a result of the mere possession by the Seller of the Data or as the result of any exchange or analysis of information collected through the process.

## 17 - MISCELLANEOUS

These SCS along with the applicable Specific Annex(es) and Purchase Order (or Order) constitute the entire agreement between the Parties. They supersede all previous communications and/or agreements either oral or written, between the Parties with respect to the Products or Services.

In the event that one (1) or more of the articles provided for in these SCS is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.

English shall be the language of the Contract. Both Parties shall use English as the language to exchange, issue and deliver information, documentation and notices, and any related documents excluding those documents which might be produced by a governmental institution in the local language.

In the Contract, unless the contrary intention appears:

- o headings are for the purpose of convenient reference only and do not form part of the Contract;
- o where the last day of any period prescribed for the doing of an action falls on a day which is not a working day in the country of the applicable law, the action shall be done no later than the end of the next working day.

In case of any contradictions and discrepancies between the parts of the Contract, precedence shall be given in the following decreasing order:

- 1) Purchase Order, Order or Order Confirmation (as applicable)
- 2) Present SCS
- 3) Specific Annex(es)
- 4) Other Annexes and/or appendices in their order of appearance.

The provisions of the confidentiality, intellectual property, liability, applicable law and dispute resolution articles of the Contract shall survive and continue to have effect after the termination or expiry for any reason whatsoever of the Contract, and for a period of thirty (30) years thereafter.

No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing and signed by the Party against whom the waiver is asserted. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach by either Party.

Any variation or modification of the Contract shall be made in writing through an amendment and signed by duly authorised representatives of each Party.

The relationship between the Parties is solely that of purchaser and seller. No joint venture or partnership is intended nor will any be construed from the Contract. Neither Party will have the authority to enter into contracts on behalf of or bind the other in any respect.

The Customer shall not be entitled, without the prior written consent of the Seller, to assign or transfer to a third party all or part of the rights and obligations under the Contract.

### STANDARD CONDITIONS OF SALE - SPECIFIC ANNEX APPLYING TO TECHNICAL DATA, TECHNICAL ASSISTANCE, TECHNICAL EXPERT SERVICES and TOOL RENTAL

#### D1 - GENERAL

This Specific Annex, subject to SCS, is applicable to the sale of Services such as Technical Data, technical assistance, technical expert services and/or tool rental performed by the Seller to any Customer in order to maintain and/or operate Helicopters.

#### D2 - TECHNICAL DATA

##### D2-1 General

The Technical Data are available in the following three formats:

- o Web service (e-TechData on AirbusWorld)
- o Electronic support on USB stick
- o Hard copy

The Seller reserves the right to change the support (media) of the Technical Data and subsequent updates notably according to technological evolution.

The Technical Data on USB stick and hard copy will be Delivered At Place (DAP) Incoterms® 2020 at ship address mentioned by the Customer and in accordance with the contractual delivery schedule.

In order for the Seller to be in a position to fulfil its obligations, the Customer undertakes to notify the Seller of any change either in the Customer's address or in the owner's name if the Helicopter to which the technical documentation is applicable has been sold in the interim; in this latter case, the Seller is entitled to apply an entrance fee to be paid by the new owner.

Safety Technical Data shall be provided at no additional cost and shall be made available as long as the Helicopter is in operation on the current Seller's website through Technical Information Publication on Internet (T.I.P.I.), except the flight manual which made available on hard copy.

The entire Techdata service will be provided in English, and, on request and subject to Quotation, in French or in German.

##### D2-2 Technical Data services - subscription and renewal

The Customer shall issue for the subscription of each Technical Data service an Order sent to the Seller with the following information, if relevant:

- o Order number / reference of Seller's Quotation
- o Type, version and serial number of the Helicopter
- o Type and reference of the technical documentation
- o Quantity and Language
- o Price
- o Format (web service, electronic support on USB stick or hard copy)
- o Ship to address, invoice address and VAT number

The Seller shall provide the renewal of Technical Data at the respective rates of the revision service that are annually published by the Seller.

#### D3 - TECHNICAL ASSISTANCE

The content and the time schedule of the technical assistance program shall be confirmed in the Quotation.

The technical equipment and tools owned and required by the Seller's technical representatives for the performance of the Services shall remain the property of the Seller. They will be delivered Free Carrier (FCA) Incoterms® 2020 at Seller's site. Transportation to the Customer's premises before the technical assistance session may be proposed by Seller, at the Customer's

expense. The Customer shall take delivery of the technical equipment and tools and store them in an appropriate place. The Customer shall take out adequate insurance policies in respect of all technical equipment stored in Customer's facility. The Customer shall provide an office and related office equipment for Seller's staff during their stay. The technical equipment and tools shall be returned by the Customer at its expense, packed Delivered Duty Paid (DDP) Incoterms® 2020 to the Seller's site.

The Seller's technical representatives shall remain subject to their national labour regulations. They will be available for five (5) working days per week and without exceeding eight and half (8:30) hours per day and forty one and half (41:30) hours per week. Their replacement during their holidays may be proposed in addition on request.

Except in the case of gross negligence of its personnel, the Seller shall not be held liable by the Customer for any damage to Customer's property during the performance of this technical assistance. Consequently, the Customer waives any claim against the Seller, its personnel and underwriters in connection with the aforesaid possible damage.

The Customer shall issue for each technical assistance service an Order sent to the Seller with the following information, if relevant:

- o Order number / reference of the Seller Quotation
- o Type, version and serial number of the Helicopter
- o Description of the work
- o Price
- o Estimated date and time for performing the Service
- o Language and location
- o Invoice address and VAT number

The entire technical assistance service and the appropriate documentation shall be provided at Customer's choice:

- o In English for all Helicopters, or
- o In French for Helicopters produced in France
- o In German for Helicopters produced in Germany.

For any other language, should the Customer require an interpreter, all expenses due to this additional Service shall remain at the Customer's expense. All interpreters provided by the Seller are officially recommended and selected according to the Seller's criteria. Should the Customer provide its own interpreter, the Seller will not be held liable for any misunderstanding by the Customer's employees.

#### D4 - TECHNICAL EXPERT SERVICES

The Customer may request from the Seller a specific authorization for maintaining, repairing and/or adapting its Helicopters without strictly following the Seller's relevant Technical Data.

The following technical services may be requested from the Seller by the Customer:

- o Repair design approval (RDAS)
- o Seller technical agreements (TA) as:
  - A customized extension of an OTL inspection, a TBO inspection or a scheduled inspection;
  - A customized extension of maintenance criteria or inspection time limits
  - An adaptation of a maintenance procedure;
- o Non-technical objection (NTO).

The Seller reserves the right not to issue such authorizations and the Customer waives any right to claim against the Seller in this respect. These technical expert services must not include any work described in the airworthiness limitation section of the Seller's Technical Data.

These authorizations issued on a case by case basis by the Seller remain exceptional and for a limited period only. They do not substitute permanently the Seller's maintenance Technical Data.

Authorizations issued by the Seller are based on information/data provided by the Customer. The Seller shall never be held liable in the event of partial and/or improper transmission of the necessary information/data that would have enabled the Seller to properly evaluate the situation and which may have direct/indirect consequences in relation to the Contract.

The NTO represents Seller's advice as original equipment manufacturer of Customer's own installation. It shall not be considered as an airworthiness approval granted by the Seller. Any work performed by the Customer related to the integration of optional items to its Helicopter shall be performed under Customer's sole and full responsibility. The Seller shall not be held liable for any malfunction of said optional items or lack of operation of the respective Helicopter related to such optional items.

The Customer shall issue for each technical expert services an Order sent to the Seller with the following information, if relevant:

- o Order number / reference of Seller Quotation
- o Type, version and serial number of the Helicopter
- o Description of the request
- o Price
- o Number of flight hours, if necessary
- o All relevant information required for assessing the request
- o Estimated date for performing the Service, if necessary
- o Language and location, if necessary
- o Invoice address and VAT number

All the technical expert services and the appropriate documentation shall be provided in English, and, on request and subject to Quotation, in French or in German.

## **D5 - TOOL RENTAL**

Upon request, the Seller shall provide the Customer with a Quotation for the rental including availability of the tool(s).

The Customer shall issue for each rental service of tool (or set of tools) an Order sent to the Seller with the following information, if relevant:

- o Order number / reference of the Seller's Quotation
- o Type, version and serial number of the Helicopter
- o Reference of the tool(s)
- o Rental period
- o Ship to address / shipment mode / contact
- o Invoice address and VAT number

The Seller shall invoice the Customer at a daily rate of one (1) per cent of the price of the tool(s) according to the relevant Seller price list in force plus three hundred and fifty (350) euros to cover administrative costs.

After receipt of the Order Confirmation and before delivery of the tool(s), should the Customer decide to cancel a confirmed tool rental, the Seller reserves the right to apply a penalty amounting to the here-above mentioned administrative costs.

The duration of the rental will start at the delivery date of the tool(s) and end upon the return date to the Seller with all applicable updated documentation. The rental is not considered closed until the tool(s) and all applicable updated documentation are received. The rental period shall not exceed two (2) months.

The tool(s) shall be delivered Free Carrier (FCA) Incoterms® 2020, Bolloré Logistics Site located in Vitrolles and shall be returned by the Customer at its expense Delivered Duty Paid (DDP) Incoterms® 2020, Bolloré Logistics Vitrolles. Transport may be proposed in addition on request.

The Customer shall use and store appropriately the tool(s). The Customer agrees not either to rent, loan, sell, assign without prior written consent of the Seller, nor mortgage the tool(s) or permit it(them) to be subject to any legal process.

The Customer shall bear all risks of loss or damage to the tool(s) and shall take out adequate insurance policies to cover such risk and damage.

On return of the tool(s), a receiving inspection will be performed by the Seller to determine serviceability and that the complete tool/set of tools has been returned. Any tools returned damaged or incomplete shall be repaired/replaced and the costs shall be invoiced to the Customer.

If the Customer fails to return the tool(s) within the maximum period of rental of two (2) months, the Seller reserves the right to invoice the two (2) months rental including the administrative costs plus the price of used tool(s), or brand new tool(s) if brand new one(s) was(were) delivered.