

ERRATA CORRIGE

Errata Corrige issued to correct a clerical error. Please find here the Information Letter GEN-21-097.

INFORMATION LETTER

DATE: **January 11th, 2021**No.: **GEN-21-097**

To: AW109, AW119, AW139, AW169 and AW189
Helicopters Owners/Operators/Service Centres

SUBJECT: Spare Parts 2021 Price List

Helicopters Affected: All AW109, AW119, AW139, AW169 and
AW189 Helicopters

Dear Customer / Operator,

Leonardo Helicopters (LH) Customer Support & Services is pleased to submit to Your attention the present Information Letter which provides detailed information concerning the 2021 Price List. LH provides this 2021 Price List to assist Customers / Operators in ordering Spare Parts for all the Commercial - Civil and Dual Use registered AgustaWestland helicopter models in subject.

The 2021 Price List is effective from 11th January 2021 and will remain applicable until 31st December 2021, replacing the previous Price List, dated 2019. As anticipated in the Information Letter GEN-20-092, the 2021 Commercial/Civil and Dual Use Products Price List is not subject to any increase of price respect to the previous 2019 Price List; actually, for a number of parts, as part of the annual review there has been a decrease in price.

The 2021 Price List refer to brand new spare parts, repaired/overhauled and exchanged component. Price List is also applicable to Purchase Orders addressed to any of the LH's Supply Centres listed below apart for specificities linked to local requirements.

All Purchase Orders placed through the E-Commerce Store and standard channels will be subject to the Terms and Conditions reported in the attachments to this Information Letter. In order to receive the 2021 Price List, please address your request to the following point of contacts related to the geographic network, specifying the helicopter model and the applicable currency. Along with your request, kindly also provide us with a copy of the attachments duly countersigned by your organization as a formal acceptance of the terms and conditions reported.

LEONARDO HELICOPTERS ITALY

e-mail: pricelist.mbx@leonardocompany.com

LEONARDO HELICOPTERS BELGIUM

Attn.: Mr. Gaëtan Audoor

e-mail: gaetan.audoor@leonardocompany.com

LEONARDO MALAYSIA

Attn.: Mr. Gianpiero Di Lauro

e-mail: gianpiero.dilauro@leonardocompany.com

LEONARDO AUSTRALIA

Attn.: Mr. Danilo Catalano Castiello

e-mail: danilo.catalanocastiello@leonardocompany.com

AGUSTAWESTLAND PHILADELPHIA CORPORATION

e-mail: US_PriceList@leonardocompany.us

LEONARDO do BRASIL

Attn: Mr. Andrea Puglisi

e-mail: andrea.puglisi@leonardocompany.com

LEONARDO SOUTH AFRICA

Attn.: Mr. Stefano Rusconi

e-mail: stefano.rusconi@leonardocompany.com

Prices for Spare Parts as well as Repair & Overhaul activities and Exchange programs, which are not published through the relevant Leonardo Helicopters Price List will be quoted upon Customer request.

The Customers/Operators are kindly invited to follow the guidance provided in this Information Letter.

We also invite all customers to use the new E-Commerce Store as a preferable channel for order placement, a 360°solution for Aftersales Spare Parts Support through one single platform. The store introduced in 2020 offers State of the art E-Commerce technology and completely paperless processes, assuring most efficient management of customer orders. We will continue to expand this service, with the aim to eventually make it the single interface for all Customer orders during 2021.

Should you need any additional information, please do not hesitate to refer to your point of contact provided within the Customer Support & Training Worldwide Directory, available on Leonardo Portal.

Yours sincerely,



Vittorio Della Bella
Senior Vice President
Customer Support & Training
Leonardo Helicopter Division

ATTACHMENT 1 - TERMS & CONDITIONS OF SALE OF LEONARDO HELICOPTERS SPARE PARTS

1. APPLICABILITY

- 1.1. These Terms & Conditions apply to the sale of spare parts, including tools and ground support equipment (hereinafter "**Spare Parts**") related to helicopter models AW109, AW119, AW139, AW169, AW189 and AWBELL (hereinafter "**AW Products**").
- 1.2. These Terms & Conditions and any special terms and conditions detailed in its associated order confirmation issued by Leonardo Helicopters (hereinafter "**Order(s) Confirmation**") shall constitute the entire contract entered into between Leonardo Helicopters and the Customer / Operator (hereinafter "**Contract**"). In case of conflicts or discrepancies between these Terms & Conditions and the specific conditions of the Order Confirmation, the provisions of the Order Confirmation shall prevail.
- 1.3. Unless expressly agreed in writing by Leonardo Helicopters, no other general or specific conditions shall apply.
- 1.4. Customer / Operator acknowledges and agrees that Leonardo Helicopters may release from time to time information letters, notices, updates and other communications that may be made available to Customer / Operator via, among other means, posted communications on dedicated web page. Customer / Operator accepts to receive such communications by these means and that these shall be part of the Contract with the Customer / Operator.
- 1.5. The non-application of one or more of the provisions of these Terms & Conditions by Leonardo Helicopters shall not be considered as a waiver of Leonardo Helicopters rights and/or of the overall Terms & Conditions.
- 1.6. In the event that one or more of these Terms & Conditions is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.
- 1.7. These Terms & Conditions are effective from the 11th of January 2021 and shall be valid until 10th of January 2022.
- 1.8. Eligible Spare Parts are the Spare Parts listed in the Table A of the Leonardo Helicopters Price List and generally the Spare Parts purchased from Leonardo Helicopters within the validity of these Terms & Conditions.
- 1.9. Customer/Operator acknowledges that, upon acceptance of these Terms & Conditions, orders and other actions may be managed also through the web based Leonardo Customer Portal, subject to acceptance of Leonardo Customer Portal Terms and Conditions of Use.

2. ACCOMPANYING DOCUMENTS

- 2.1. Spare Parts delivered by Leonardo Helicopters are accompanied by the applicable airworthiness certificate and by the Log Card (if applicable).
- 2.2. When applicable, shipping declaration for dangerous goods and Material Safety Data Sheet (MSDS) will be provided. Should the Customer / Operator need any additional documents to import the Spare Parts, this requirement shall be requested in writing to Leonardo Helicopters at the time of the Order / Request for Quotation.
- 2.3. All relevant documents shall be submitted in English language.



3. PRICING AND INVOICING TERMS

- 3.1. Prices are FCA Leonardo Helicopters LOGISTIC CENTRE ITALY (Incoterms 2020).
- 3.2. Prices for Spare Parts may vary in case of supply from distribution centers outside of Italy, upon Customer request.
- 3.3. Prices include commercial/standard packaging only. In case the Customer / Operator requires a special container/package, the relevant cost is invoiced separately.
- 3.4. The prices are Firm and Fixed as per the Leonardo Helicopters Spare Parts Price List in force at the time of the Order Confirmation, or as per the relevant quotation for Spare Parts not included in Leonardo Helicopters Price List.
- 3.5. Leonardo Helicopters reserves the right to revise the prices in case of:
 - Orders for Spare Parts having long lead-time (above 12 months)
 - Orders with specific terms of paymentCustomer / Operator will be informed of the price revision at the time of the issuance of the Order Confirmation.
- 3.6. Spare Parts will be invoiced by Leonardo Helicopters, at the prices indicated in the Order Confirmation issued by Leonardo Helicopters, at the delivery date of the Spare Part.
- 3.7. For any Order Leonardo Helicopters may require advanced payments, as non-refundable payment, by the Customer / Operator in the percentage as indicated in the relevant Order Confirmation. For any Order exceeding five hundred thousand Euros (500.000,00 €), Leonardo Helicopters may require Customer / Operator an advanced payment equal to thirty (30) per cent of the total amount as non-refundable payment. The advanced payments shall be paid by the Customer / Operator upon invoicing as per Article 5, otherwise the relevant Order will be considered as no longer valid and any Order Confirmation as cancelled.
- 3.8. For any Order for a value lower than two hundred Euros (200,00 €), Leonardo Helicopters reserves the right to hold the process and wait for Customer / Operator additional Orders before processing the Order, including Order confirmation.
- 3.9. Prices for Spare Parts not listed in the Leonardo Helicopters Spare Parts Price List will be quoted on a case by case basis upon Customer / Operator request for quotation.

4. TAXES

- 4.1. Prices stated in the Leonardo Helicopters Spare Parts Price List are not inclusive of any indirect tax (i.e. Value Added Tax, Sales Tax and other similar taxes) and/or duties or fees. Any indirect tax and/or duties and/or fees, wherever due, shall be borne by the Customer / Operator.
- 4.2. All taxes, duties and fees which have to be paid according to the applicable laws and regulations governing the Customer / Operator country as well as any other tax or levies related to bank charges, shall be borne by Customer / Operator.

5. PAYMENT

- 5.1. All payments due by the Customer / Operator to Leonardo Helicopters shall be made without any deduction or withholding of any taxes of any nature imposed by the Customer / Operator's country upon Order Confirmation date or hereafter.
- 5.2. Any payments, including advance payment as per Article 3.7 or otherwise, shall be made by SWIFT bank transfer on the Leonardo Helicopters bank account stated on the relevant invoice (or alternative payment means as indicated by Leonardo Helicopters from time to time), within thirty (30) calendar days from the date of the invoice or as stated in the Order Confirmation.



6. DELIVERY, ACCEPTANCE AND TRANSFER OF OWNERSHIP

- 6.1. The deliveries of the Spare Parts and the related transfer of risk of loss and damage and the relevant expenses shall be as per FCA (Incoterms 2020) at Leonardo Helicopters LOGISTIC CENTRE ITALY. Different delivery method shall be agreed in writing with Leonardo Helicopters, provided that any cost incurred for transport, insurance, taxes and duties shall be borne by Customer / Operator.
- 6.2. Customer / Operator or its authorized representative shall check the Spare Parts' external packing at delivery at Leonardo Helicopters LOGISTIC CENTRE ITALY and notify to Leonardo Helicopters any visible damage before loading.
- 6.3. All the Spare Parts (both new and repaired/overhauled) are subject to acceptance check by the Customer / Operator as specified here below. The delivered Spare Part is considered as accepted if not stated otherwise by the Customer / Operator within twenty-one (21) calendar days after delivery.
 - 6.3.1. The acceptance check shall consist of:
 - Checking of the accompanying documentation
 - Checking of the conditions of the Spare Part packaging
 - 6.3.2. Customer / Operator is entitled to send a claim through a Discrepancy Report within twenty-one (21) calendar days after delivery related to:
 - Overages/shortages
 - Condition
 - Misidentification
 - Damages

The Discrepancy Report shall be addressed by e-mail to the appointed Leonardo Helicopters order administrator.
 - 6.3.3. The Discrepancy Report to the appointed Leonardo Helicopters order administrator is usually acknowledged within five (5) calendar days from the Customer / Operator notification, or within a shorter or longer period as required.

Should any information be missing in the Discrepancy Report, Leonardo Helicopters will contact the Customer / Operator in order to retrieve the missing references/information.
 - 6.3.4. The investigation of the Discrepancy Report is usually completed within ten (10) calendar days, or within a shorter or longer period as required.

Once the investigation of the Discrepancy Report is completed, Leonardo Helicopters will notify to the Customer / Operator the result of the investigation and the related actions to be undertaken.
 - 6.3.5. In case a reported discrepancy requires the return of the Spare Parts to Leonardo Helicopters, this return shall be handled on the basis of a return flow traced via Return Material Authorization (RMA).

The RMA will be released by Leonardo Helicopters and it will be sent to the Customer / Operator in order to arrange the return of the concerned Spare Parts.
 - 6.3.6. Customer / Operator shall return the concerned Spare Part within twenty-one (21) calendar days following the receipt date of the RMA, at Leonardo Helicopters expenses.

In such case the following delivery to the Customer / Operator of the Spare Parts shall also be carried out at Leonardo Helicopters expenses.
- 6.4. Transfer of ownership of the Spare Parts to the Customer / Operator shall occur upon full payment by the Customer / Operator of the entire price of the Spare Parts as per the relevant invoice(s).



6.5. Delivered Spare Parts under these Terms & Conditions shall have a minimum shelf life time of 50%. This shelf life limit will not be applicable for Spare Parts ordered under AOG process.

7. COLLECTION AND SHIPMENT OF SPARE PARTS

7.1. Spare Parts shall be collected within fifteen (15) calendar days as from the ready for shipment notification by Leonardo Helicopters to the Customer / Operator or to its carrier. Should the Customer / Operator fail to pick up the Spare Parts within said fifteen (15) calendar days period:

- Customer / Operator shall not be entitled to claim compensation or damages on the grounds of the unavailability of the Spare Parts that Customer / Operator failed to collect;
- All expenses incurred by Leonardo Helicopters as regard to the corresponding Order (packaging, unpacking, handling and storage, etc.) shall be charged to the Customer / Operator;
- Customer / Operator shall indemnify Leonardo Helicopters for any VAT or tax recovery, and any interest and penalty fees triggered by late collection of the Spare Parts by Customer / Operator;
- Leonardo Helicopters is entitled to arrange the transportation on behalf of the Customer / Operator, charging to the Customer / Operator the transportation expenses.
- Leonardo Helicopters shall be entitled to seeking compensation from and against the Customer / Operator for any further damages.

7.2. Any different shipping method shall be agreed in writing with Leonardo Helicopters, provided that any cost incurred for transport and insurance shall be borne by Customer / Operator.

8. WARRANTY

8.1. The “LEONARDO HELICOPTERS STANDARD WARRANTY POLICY” for Commercial – Civil registered helicopters shall apply to the Spare Parts supplied by Leonardo Helicopters, unless a specific agreement is in place.

8.2. Any warranty request shall be preferably placed through the Leonardo Customer Portal.

9. ORDERS/ REQUEST FOR QUOTATIONS PROCESS

9.1. General Terms

a) Customer / Operator Order / Request for Quotation shall contain:

- Complete Customer / Operator name and address
- Customer / Operator V.A.T. number
- Customer / Operator Order / Request for Quotation number
- Progressive Item number
- Part Number, Part description and quantity required
- Ship-to address
- Invoice-to address
- Method of shipment and Incoterms if different for the ones defined in these Terms and Conditions, or communicated in writing by the Customer / Operator to Leonardo Helicopters at the time of the receipt of these Terms and Conditions
- Further information:
 - ✓ Order priority (i.e. AOG, Urgent, Routine, Scheduled/Planned)
 - ✓ Requested Delivery Date for Urgent and Routine Orders priority, and Part Number not covered by the Service Policy
 - ✓ Helicopter Serial Number for AOG and Urgent priority
 - ✓ Helicopter model



- ✓ any further information that may be required by any information letter issued by Leonardo
- b) Orders shall be placed through the Leonardo Customer Portal and its E-Commerce platform (as preferred channel of order placement) or by email.
- c) The Lead Times are according to the Service Policy (as communicated through applicable information letters) orders priority; in case a Spare Part's Part Number is not covered by the Service Policy, the associated Lead Time will be provided at the time of release of quotation or Order Confirmation.
- d) Customer / Operator may include additional information, such as references to applicable illustrated parts breakdown, Technical Bulletins and/or Leonardo Helicopters Information Letter or any other information that may be useful for the Order and/or Request for Quotation processing.
- e) The Customer / Operator is responsible for ordering in due time the latest references of Spare Parts as described in the applicable Illustrated Parts Data within the Technical Publications.
- f) In order to cover administration, handling and packaging costs, each Order shall have a quantity of at least the minimum sales quantity ("MSQ") that is communicated to Customer / Operator by Leonardo Helicopters.
- g) Upon acceptance of the Leonardo Helicopters quotation, the Customer / Operator shall issue the relevant Order.
- h) Each Order shall become binding only upon release of the Order Confirmation by Leonardo Helicopters, subject to the conditions of Article 3.
- i) The release of the Order Confirmation shall not imply acceptance of any general or special terms and conditions attached or referred to any Customer / Operator Order or any other documents issued by the Customer / Operator.

9.2. Order Cancellation / Quantity Reduction

- 9.2.1. Customer / Operator may cancel in writing any Order or single Order's line items within seven (7) calendar days from the date of Order receipt by Leonardo Helicopters without incurring in any charge. Orders or Order's line items cancelled and/or reduced in quantity after such period may be subject to a fee of 20% of the entire Order price or relevant single Order's line items price. Such fee will be notified in writing to Customer / Operator by Leonardo Helicopters.
- 9.2.2. Any payment by the Customer / Operator pursuant to Article 3.7 herein shall be returned by Leonardo Helicopters if the cancellation of the Order occurs within seven (7) calendar days from the date of the Order receipt.

9.3. Order Rescheduling

Leonardo Helicopters reserves the right to evaluate Customer / Operator's Orders rescheduling, on a case-by-case basis, and define the applicable charge and delivery time accordingly. Rescheduled Orders will be recorded through a revised Order Confirmation.

9.4. Components Return

If any Spare Part has been wrongly ordered by Customer / Operator, such Spare Part may be returned to Leonardo Helicopters upon the following conditions:

- Leonardo Helicopters reserves the right to evaluate the request on a case-by-case basis, defining the applicable fee.
- Any Spare Part return notification shall be submitted within thirty (30) calendar days from the Spare Part shipment date and might be subject to a fee for a value up to 20% of the related Spare Part price.
- At receipt of the returned Spare Part and subject to positive evaluation by Leonardo Helicopters, a credit note will be issued accordingly.



10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

10.1. The Customer / Operator recognizes and accepts the confidential and proprietary nature of the documentation and information relating to the Spare Parts, including accompanying documents and prices and any information directly or indirectly provided by Leonardo Helicopters within the scope of these Terms & Conditions and any Order Confirmation and any Contract, and agrees to keep all such documentation and information as strictly confidential, for its own internal use only.

Unless otherwise previously agreed in writing, the Customer / Operator shall not copy or divulge any documentation and information directly or indirectly provided within the scope of these Terms & Conditions.

In case of breach of confidentiality, Leonardo Helicopters shall be entitled to claim compensation from and against the Customer / Operator.

10.2. Customer/Operator acknowledges and agrees that any and all intellectual property rights on Spare Parts are property of Leonardo Helicopters (or its licensors), and shall remain vested in Leonardo Helicopters at all times, and undertakes to not hinder Leonardo Helicopters intellectual property rights and to treat and protect intellectual property rights as confidential information in accordance with the provisions herein.

11. LIABILITY

11.1. Subject to any mandatory provisions under applicable law, Leonardo Helicopters shall not be liable for and Customer / Operator hereby assumes liability for any and all losses, damages or complaints of whatsoever nature, as regards both personal injury and property, arising out of or in any way connected with handling, possession, operation or use of Spare Parts after delivery.

11.2. Customer / Operator hereby agrees to release Leonardo Helicopters from and fully indemnify Leonardo Helicopters from and against any proceedings, actions and claims, which may be instituted by any third party against Leonardo Helicopters in respect to the foregoing not including strict-liability third-party claims possibly initiated against Leonardo Helicopters as the original manufacturer.

12. FORCE MAJEURE

12.1. Leonardo Helicopters shall not be in breach of these Terms & Conditions or any Contract or liable for failure or for any delay in fulfilling any obligations under these Terms & Conditions or any Contract where prevented from or impeded or delayed in doing so on account of any cause beyond the reasonable control of Leonardo including, but without being limited to, earthquake, flood, fire, explosion and/or other natural physical disaster, acts of God, riots, war, acts of terrorism, strikes, lockouts, epidemics, contamination, any laws, orders, regulations, measures, decisions, or requirements issued by any governmental body or other duly constituted authority, or the refusal or revocation of any necessary licences or authorisations or other acts of any governmental or other authority whether or not having the force of law.

12.2. The date for performance of any such obligation shall be postponed by a period equal to the period during which Leonardo Helicopters was so prevented, impeded or delayed, or by such longer period as shall take account of the time required for repair, replacement, supply or re-supply of materials, parts or equipment or otherwise for the resumption of work, and the Contract in question (and, if and to the extent necessary, these Terms & Conditions) shall be amended accordingly.

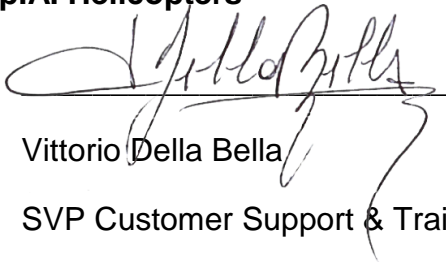


13. APPLICABLE LAW AND DISPUTES RESOLUTION

- 13.1. These Terms & Conditions, Order, Order Confirmation and any Contract, the construction, interpretation, validity and performance thereof, shall be governed by Italian law.
- 13.2. Any disputes arising out of or related to these Terms and Conditions, the Order, the Order Confirmation, any Contract, their construction, validity, performance and/or termination shall be submitted to the exclusive jurisdiction of the Courts of Rome (Italy), excluding its conflict of laws provisions.
- 13.3. Notwithstanding the above, Leonardo Helicopters shall have the right to apply for injunctive reliefs or interim measures before any competent Court in any relevant jurisdictions.

These Terms and Conditions have been duly accepted and signed by the Parties as below.

Leonardo S.p.A. Helicopters

Signature: 
Name: Vittorio Della Bella
Title: SVP Customer Support & Training
Date: 11th January 2021

Customer / Operator: _____
Signature: _____
Name: _____
Title: _____
Date: _____



In accordance with articles 1341 and 1342 of the Italian Civil Code, Customer / Operator declares also that it has specifically read, understood, and accepted, each of the following provisions of these Terms & Conditions: Article 1 "APPLICABILITY", Article 0 "DELIVERY, ACCEPTANCE AND TRANSFER OF OWNERSHIP", Article 11 "LIABILITY", Article 12 "FORCE MAJEURE", Article 13 "APPLICABLE LAW AND DISPUTES RESOLUTION".

Customer / Operator: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 2 – TERMS & CONDITIONS OF LEONARDO HELICOPTERS REPAIR & OVERHAUL OF COMPONENT

1. APPLICABILITY

- 1.1. These Terms & Conditions apply to the repair and overhaul (“**Repair & Overhaul**” or “**R&O**”) of component (“**Components**”) related to AW109, AW119, AW139, AW169, AW189 and AWBELL (hereinafter “**AW Products**”).
- 1.2. These Terms & Conditions and any special terms and conditions detailed in its associated order confirmation issued by Leonardo Helicopters (hereinafter “**Order(s) Confirmation**”) shall constitute the entire contract entered into between Leonardo Helicopters and the Customer / Operator (hereinafter “**Contract**”). In case of conflicts or discrepancies between these Terms & Conditions and the specific conditions of the Order Confirmation, the provisions of the Order Confirmation shall prevail.
- 1.3. Unless expressly agreed in writing by Leonardo Helicopters, no other general or specific conditions shall apply.
- 1.4. Customer / Operator acknowledges and agrees that Leonardo Helicopters may release from time to time information letters, legal notices, updates and other communications that may be made available to Customer / Operator via, among other means, posted communications on dedicated web page. Customer / Operator accepts to receive such communications by this mean and that these shall be part of the Contract with the Customer / Operator.
- 1.5. The non-application of one or more of the Terms & Conditions by Leonardo Helicopters shall not be considered as a waiver of its rights or of the overall Terms & Conditions.
- 1.6. In the event that one or more of these Terms & Conditions is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.
- 1.7. These Terms & Conditions are effective from the 11th of January 2021 and shall be valid until 10th of January 2022.
- 1.8. Eligible Components are the ones listed in the Table A of the Leonardo Helicopters Price List “Leonardo Helicopters R&O Price List” and generally to Repair & Overhaul of Components purchased from Leonardo Helicopters within the validity of these Terms & Conditions.
- 1.9. Customer/Operator acknowledges that, upon acceptance of these Terms & Conditions, orders and other actions may be managed also through the web based Leonardo Customer Portal, subject to acceptance of Leonardo Customer Portal Terms and Conditions of Use.

2. EXCLUSIONS

The Leonardo Helicopters R&O Price List conditions do not apply to:

- Components not listed in the Table A “Leonardo Helicopters R&O Price List”;
- Components removed from AW Products involved in incidents/accidents;
- Components involved in incidents/accidents;
- Components removed from military registered AW Products;
- Components improperly used or subject to mishandling;
- Incomplete components – assembly;
- Components maintained, overhauled or repaired not in conformity with the applicable Leonardo Helicopters Technical Documentation;
- Components maintained, overhauled or repaired by an entity not authorized and/or qualified by Leonardo Helicopters



- Components returned by Customers / Operators to Leonardo Helicopters without the applicable accompanying documentation; it is also mandatory to send copy of the documentation to Leonardo Helicopters together with the R&O Request for Quotation /Order. (refer to Article 3 hereunder);
- Components for which performance of the Repair & Overhaul implies additional unexpected activities;
- Components for which activities introduced by Service Bulletin (SB) and Information Letters (e.g., retro-mods, upgrades, etc.) are necessary;
- Other special/unusual condition identified by Leonardo on components received for R&O under the Leonardo Helicopters R&O Price List conditions.

In the above cases, Leonardo Helicopters will notify the Customer / Operator accordingly, the Leonardo Helicopters R&O Price List will not apply and a quotation will be provided by Leonardo Helicopters on a case-by-case basis, in accordance with Article 5.2.

3. ACCOMPANYING DOCUMENTS

- 3.1. For Repaired & Overhauled Components delivered by Leonardo Helicopters: Components are accompanied by the applicable airworthiness certificate and by the Log Card (if applicable).
- 3.2. For Request for Quotation / Order and for Repaired & Overhauled Components returned by Customer / Operator: R&O Order and Components shall be accompanied by the applicable documentation as per Leonardo Helicopters information letter GEN-15-047 dated June 25th 2015 (or further release). Only R&O Request for Quotation/Order Components accompanied by complete documentation can be accepted.
- 3.3. Order Confirmation is subject to receipt of the complete applicable documentation.
- 3.4. All relevant documents shall be submitted in English language.

4. RETURN OF R&O COMPONENTS

- 4.1. The procedure for returning Components is set forth on Leonardo Helicopters information letters GEN-15-047 dated June 25th 2015 and GEN-19-075 dated January 09th 2019 (or further release). All shipping charges for returning the component to Leonardo Helicopters are at Customer / Operator's expense.
- 4.2. For Components received by Leonardo Helicopters after thirty (30) calendar days from the provision of the Return Material Authorization (RMA) to the Customer / Operator, Leonardo Helicopters reserves the right to cancel the RMA informing the Customer / Operator accordingly. The R&O Order shall be considered closed.

5. ORDERS / REQUEST FOR QUOTATION PROCESS

5.1. General Terms

Customer / Operator Order / Request for Quotation shall contain:

- Complete Customer / Operator name and address
- Customer / Operator V.A.T. number
- Customer / Operator Order / Request for Quotation number
- Progressive Item number
- Part Number, Part description and Serial Number
- Activity to be performed
- Ship-to address
- Invoice-to address



- Method of shipment and Incoterms if different from the ones defined in these Terms and Condition, or communicated in writing by the Customer / Operator to Leonardo Helicopters at the time of the receipt of these Terms and Conditions

Leonardo Helicopters shall make best effort to provide the Customer / Operator with the Order Confirmation within three (3) working days, upon receipt of the document as per Article 3.

The release of the Order Confirmation shall not imply acceptance of the general or specific terms and conditions attached or referred to any Customer / Operator Order/request for quotation or any other documents issued by the Customer / Operator.

Upon acceptance of the Leonardo Helicopters quotation, the Customer / Operator shall issue the relevant Order. The Order shall be binding upon release of the Order Confirmation by Leonardo Helicopters.

5.2. Request For Quotation

Components not included in the Leonardo Helicopters R&O Price List or included but for activities not eligible to be managed under the Leonardo Helicopters R&O Price List conditions, may be sent to Leonardo Helicopters for Repair / Overhaul activities. After a strip and survey activity on the component performed by the relevant maintenance organization, Leonardo Helicopters shall issue a quotation for the activity.

The quotation will be subject to Customer / Operator approval which is expected within fifteen (15) calendar days.

After fifteen (15) calendar days from the quotation to the Customer / Operator, Leonardo Helicopters reserves the right to return in "AS-IS" conditions the component at Customer / Operator expenses and any cost borne by Leonardo Helicopters for the strip and survey activity has to be refunded by the Customer / Operator. The R&O Order shall be considered closed accordingly.

5.3. Scrap

Leonardo Helicopters will inform the Customer / Operator in the case a Component is not repairable and thus to be scrapped.

Leonardo Helicopters will then return the unserviceable Component to the Customer / Operator in "AS-IS" conditions, at Customer / Operator expenses, and invoice for the applicable strip and survey activity, unless the Customer / Operator requests Leonardo Helicopters, within five (5) working days from Leonardo Helicopters notification, to scrap the Component, at Customer/Operator costs, that Leonardo Helicopters will invoice in addition to the strip and survey costs.

5.4. Exchange Program

In some cases, (long TAT, parts damaged or lost during repair activities, etc.) and subject to Leonardo Helicopters sole discretion and to Customer written acceptance, Leonardo Helicopters may offer to close the Repair / Overhaul order through an exchange with an equivalent, serviceable component, subject to the Leonardo Helicopters Exchange Program Terms & Conditions, including invoicing. In these cases the Repair & Overhaul order shall be considered closed. The component returned for repair / overhaul shall become Leonardo Helicopters property.



6. PRICING AND INVOICING TERMS

- 6.1. Prices are FCA Leonardo Helicopters LOGISTIC CENTRE ITALY (Incoterms 2020) for the repaired Components delivered by Leonardo Helicopters. Components to be repaired shall be delivered by Customer / Operator to Leonardo Helicopter DAP Leonardo Helicopters LOGISTIC CENTRE ITALY (Incoterms 2020) .
- 6.2. Prices for Repaired & Overhauled Components may vary in case of supply from distribution centers outside of Italy, upon Customer request.
- 6.3. Prices include commercial/standard packaging only. In case the Customer / Operator requires a special container/package, the relevant cost is invoiced separately.
- 6.4. The prices are Firm and Fixed as per the Leonardo Helicopters R&O Price List in force at the time of the Order Confirmation, or as per the relevant quotation for the Repaired & Overhauled Component not quoted in Leonardo Helicopters R&O Price List.
- 6.5. In case a Component is received by Leonardo Helicopters without an adequate container, Leonardo Helicopters is entitled to return the Repaired & Overhauled Component to the Customer / Operator with an adequate container that will be charged to the Customer / Operator in addition to the repair/overhaul service price.
- 6.6. At the delivery date of the Repaired & Overhauled Component, Leonardo Helicopters shall issue the invoice for the full R&O Price.
- 6.7. For any order Leonardo Helicopters may require advanced payments as non-refundable payment by the Customer / Operator in the percentage as indicated in the relevant Order Confirmation. The advanced payment shall be paid by the Customer / Operator upon invoicing as per Article 8, otherwise the relevant Order will be considered as no longer valid and any Order Confirmation as cancelled.
- 6.8. In the case that, after inspection of the returned component any of the conditions as per Article 2 above are discovered by Leonardo Helicopters, the price for the repair and/or overhaul shall be determined after the Component Repair & Overhaul and invoiced accordingly to the Customer / Operator.

7. TAXES

- 7.1. Prices stated in the Leonardo Helicopters R&O Price List are not inclusive of any indirect tax (i.e. Value Added Tax, Sales Tax and other similar taxes) and/or duties and/or fees. Any indirect tax and/or duties and/or fees, wherever due, shall be borne by the Customer / Operator.
- 7.2. All taxes, duties and fees which have to be paid according to the applicable laws and regulations governing the Customer / Operator Country as well as any other tax or fee related to bank charges will be at Customer / Operator duty.

8. PAYMENT

- 8.1. All payments due by the Customer / Operator to Leonardo Helicopters shall be made without any deduction or withholding of any taxes of any nature imposed by the Customer's / Operator's country upon Order Confirmation date or hereafter.
- 8.2. Any payments, including advance payment as per Article 6.7 or otherwise, shall be made by SWIFT bank transfer on the Leonardo Helicopters bank account stated on the relevant invoice (or alternative payments means as indicated by Leonardo Helicopters from time to time), within thirty (30) calendar days from the date of issue of the invoice or as stated in the Order Confirmation.



9. DELIVERY, ACCEPTANCE AND TRANSFER OF RISK

- 9.1. The deliveries of the Repaired & Overhauled Components and the related transfer of risk and expenses shall be as per FCA (Incoterms 2020) at Leonardo Helicopters LOGISTIC CENTRE ITALY.
- 9.2. Customer / Operator or its representative shall check the Repaired & Overhauled Components external packing at collection at Leonardo Helicopters LOGISTIC CENTRE ITALY and notify to Leonardo Helicopters any visible damage before loading.
- 9.3. The Repaired & Overhauled Components are subject to acceptance check by the Customer / Operator as specified here below. The delivered the Repaired & Overhauled Component is considered as accepted if not stated otherwise by the Customer / Operator within twenty-one (21) calendar days after delivery.

9.3.1. The acceptance check consists of:

- Checking of the accompanying documentation
- Checking of the conditions of the Part/packaging

9.3.2. Customer / Operator is entitled to send a claim through a Discrepancy Report within twenty-one (21) calendar days after delivery related to:

- Overages/shortages
- Condition
- Misidentification
- Damages

The Discrepancy Report shall be addressed by e-mail to the appointed Leonardo Helicopters order administrator.

9.3.3. The Discrepancy Report to the appointed Leonardo Helicopters order administrator is usually acknowledged within five (5) calendar days from the Customer / Operator notification, or within a shorter or longer period as required.

Should any information be missing in the Discrepancy Report, Leonardo Helicopters will contact the Customer / Operator in order to retrieve the missing references/information.

9.3.4. The investigation of the Discrepancy Report is usually completed within ten (10) calendar days, or within a shorter or longer period as required.

Leonardo Helicopters will notify to the Customer / Operator the result of the investigation and the related actions to be undertaken.

9.3.5. In case a discrepancy requires the return of the Repaired and/or Overhauled Component to Leonardo Helicopters, this return shall be handled on the basis of a return flow traced via Return Material Authorization (RMA).

The RMA will be released by Leonardo Helicopters and it will be sent to the Customer / Operator in order to arrange the return of the concerned Component.

9.3.6. Customer / Operator shall return the concerned Component within twenty-one (21) calendar days following the receipt date of the RMA at Leonardo Helicopters expenses.

In such case the following delivery to the Customer / Operator of the Component shall be carried out at Leonardo Helicopters expenses.



10. WARRANTY

- 10.1. The “LEONARDO HELICOPTERS STANDARD WARRANTY POLICY” for Commercial – Civil registered helicopters shall apply to the Repaired & Overhauled Components supplied by Leonardo Helicopters, unless a specific agreement is in place.
- 10.2. Any warranty request shall be preferably placed through the Leonardo Customer Portal.

11. CONFIDENTIALITY

The Customer / Operator recognizes and accepts the confidential and proprietary nature of the documentation and information relating to the Repaired & Overhauled Components, including accompanying documents and prices and any information directly or indirectly provided by Leonardo Helicopters within the scope of these Terms & Conditions and any Order Confirmation and any Contract, and agrees to keep all such documentation and information as strictly confidential, for its own internal use only.

Unless otherwise previously agreed in writing, the Customer / Operator shall not copy or divulge any documentation and information directly or indirectly provided within the scope of these Terms and Conditions.

In case of breach of confidentiality, Leonardo Helicopters shall be entitled to claim compensation from and against the Customer / Operator.

12. LIABILITY

- 12.1. Subject to any mandatory provisions under applicable law, Leonardo Helicopters shall not be liable for and Customer / Operator hereby assumes liability for any and all losses, damages or complaints of whatsoever nature, as regards both personal injury and property, arising out of or in any way connected with handling, possession, operation or use of Repaired & Overhauled Component after delivery.
- 12.2. Customer / Operator hereby agrees to release Leonardo Helicopters from and fully indemnify Leonardo Helicopters from and against any proceedings, actions and claims, which may be instituted by any third party against Leonardo Helicopters in respect to the foregoing not including strict-liability third-party claims possibly initiated against Leonardo Helicopters as the original manufacturer.

13. FORCE MAJEURE

- 13.1. Leonardo Helicopters shall not be in breach of these Terms and Conditions or any Contract or liable for failure or for any delay in fulfilling any obligations under these Terms & Conditions or any Contract where prevented from or impeded or delayed in doing so on account of any cause beyond the reasonable control of Leonardo including, but without being limited to, earthquake, flood, fire, explosion and/or other natural physical disaster, acts of God, riots, war, acts of terrorism, strikes, lockouts, epidemics, contamination, any laws, orders, regulations, measures, decisions, or requirements issued by any governmental body or other duly constituted authority, or the refusal or revocation of any necessary licences or authorisations or other acts of any governmental or other authority whether or not having the force of law.
- 13.2. The date for performance of any such obligation shall be postponed by a period equal to the period during which Leonardo Helicopters was so prevented, impeded or delayed, or by such longer period as shall take account of the time required for repair, replacement, supply or re-supply of materials, parts or equipment or otherwise for the resumption of work, and the Contract in question (and, if and to the extent necessary, these Terms and Conditions) shall be amended accordingly.



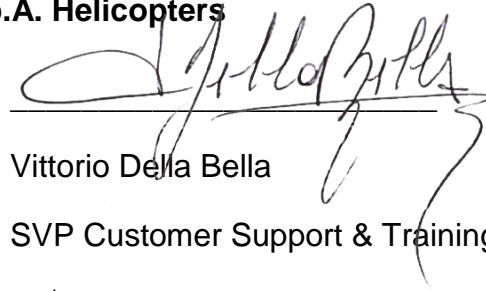
14. APPLICABLE LAW AND DISPUTES RESOLUTION

- 14.1. These Terms & Conditions, Order, Order Confirmation and any Contract, the construction, interpretation, validity and performance thereof, shall be governed by Italian law.
- 14.2. Any dispute arising out of or related to these Terms and Conditions, the Order, the Order Confirmation, any Contract, their constructions, validity, performance and/or termination, shall be submitted to the exclusive jurisdiction of the Courts of Rome (Italy), excluding its conflict of laws provisions.
- 14.3. Notwithstanding the above, Leonardo Helicopters shall have the right to apply for injunctive reliefs or interim measures before any competent Court in any relevant jurisdictions.

These Terms and Conditions have been duly accepted and signed by the Parties as below.

Leonardo S.p.A. Helicopters

Signature:



Name:

Vittorio Della Bella

Title:

SVP Customer Support & Training

Date:

11th January 2021

Customer / Operator:

Signature:

Name:

Title:

Date:



In accordance with articles 1341 and 1342 of the Italian Civil Code, Customer / Operator specifically declares that it has duly and carefully read and understood, and accepted each of the following provisions of these Terms & Conditions: Article 1 “APPLICABILITY”, Article 2 “EXCLUSIONS”, Article 9 “DELIVERY, ACCEPTANCE AND TRANSFER OF RISK”, Article 12 “LIABILITY”, Article 13 “FORCE MAJEURE”, Article 14 “APPLICABLE LAW AND DISPUTES RESOLUTION”.

Customer / Operator: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 3 – TERMS & CONDITIONS OF LEONARDO HELICOPTERS EXCHANGE PROGRAM OF COMPONENT

1. APPLICABILITY

- 1.1. These Terms & Conditions apply to the program of exchange of unserviceable components with serviceable component (“Exchange Program of Component”) related to AW109, AW119, AW139, AW169, AW189 and AWBELL (hereinafter “AW Products”).
- 1.2. These Terms & Conditions and any special terms and conditions detailed in its associated order confirmation issued by Leonardo Helicopters (hereinafter “**Order(s) Confirmation**”) shall constitute the entire contract entered into between Leonardo Helicopters and the Customer / Operator (hereinafter “**Contract**”). In case of conflicts or discrepancies between these Terms & Conditions and the specific conditions of the Order Confirmation, the provisions of the Order Confirmation shall prevail.
- 1.3. Unless expressly agreed in writing by Leonardo Helicopters, no other general or specific condition shall apply.
- 1.4. Customer / Operator acknowledges and agrees that Leonardo Helicopters may release from time to time information letters, legal notices, updates and other communications that may be made available to Customer / Operator via, among other means, posted communications on dedicated web page. Customer / Operator accepts to receive such communications by this mean and these shall be part of the Contract with the Customer / Operator.
- 1.5. The non-application of one or more of the Terms & Conditions by Leonardo Helicopters shall not be considered as a waiver of the overall Terms & Conditions.
- 1.6. In the event that one or more of these Terms & Conditions is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.
- 1.7. These Terms & Conditions are effective from the 11th of January 2021 and shall be valid until 10th of January 2022.
- 1.8. Eligible components (“**Components**”) are:
 - Components listed in the Table A of the Price List “List of Components with Scheduled Overhaul”.
 - Components listed in the Table B of the Price List “List of On Conditions Component”.

Note: For Components not listed in the Table A and B an Exchange Program may be evaluated by Leonardo S.p.a. Helicopters Division upon Customer request and on a case-by-case basis.

- 1.9. Customer/Operator acknowledges that, upon acceptance of these Terms & Conditions, orders and other actions may be also managed through the web based Leonardo Customer Portal, subject to acceptance of Leonardo Customer Portal Terms and Conditions of Use.

2. EXCLUSIONS

The Leonardo Helicopters Exchange Program Price List conditions do not apply to:

- Components not listed in Table A of the Price List “List of Components with Scheduled Overhaul” and not listed in the Table B of the Price List “List of On Conditions Components”;
- Components removed from AW Products involved in incidents/accidents;
- Components involved in incidents/accidents;
- Components removed from military registered AW Products;
- Components improperly used or subject to mishandling



- Incomplete components – assembly;
- Components maintained, overhauled or repaired not in conformity with the applicable Leonardo Helicopters Technical Documentation;
- Components maintained, overhauled or repaired by an entity not authorized and/or qualified by Leonardo Helicopters;
- Request for Quotation/Order and Components returned by Customers / Operators to Leonardo Helicopters without the applicable accompanying documentation;

Components not eligible to apply for the Exchange Program, maybe sent to Leonardo Helicopters issuing a Repair and Overhaul Order, for the evaluation of the component, subject to specific terms and conditions, outside these Exchange Program Terms and Conditions.

3. ACCOMPANYING DOCUMENTS

- 3.1. For Exchange Program Components delivered by Leonardo Helicopters: Components are accompanied by the applicable airworthiness certificate and by the Log Card (if applicable).
- 3.2. For Request for Quotation/Order and Exchange Program Components returned by Customer / Operator the Request for Quotation/Order and Components shall be accompanied by the applicable documentation as per Leonardo Helicopters information letter GEN-15-047 dated June 25th 2015 (or further release). Only Request for Quotation/Order Components accompanied by documentation properly filled-in can be accepted.
- 3.3. Order Confirmation is subject to prior receipt of the complete applicable documentation properly filled-in.
- 3.4. All relevant documents shall be submitted in English language.

4. MANAGEMENT OF EXCHANGE PROGRAM COMPONENT

- 4.1. Return of Component is managed as per Leonardo Helicopters Information letter GEN-15-047 dated June 25th 2015 and GEN-19-075 dated January 09th 2019 (or further release). All shipping charges for returning the component to Leonardo Helicopters are at Customer / Operator's expense.
- 4.2. Customer / Operator shall return within thirty (30) calendar days from the shipment of the replacement Component the unserviceable Component to Leonardo Helicopters. At the expiry of the thirty (30) day Leonardo Helicopters has the right to close the Return Material Authorization (RMA) and to not accept the return of the Component. The Order shall be considered as a replacement part standard sale outside the Exchange Program.

5. PRICING, COMPONENT VALUE AND INVOICING TERMS

- 5.1. Prices are FCA Leonardo Helicopters LOGISTIC CENTRE ITALY (Incoterms 2020) for the replacement Components delivered by Leonardo Helicopters. The unserviceable Component (the core) shall be delivered by Customer / Operator to Leonardo Helicopter DAP Leonardo Helicopters LOGISTIC CENTRE ITALY (Incoterms 2020).
- 5.2. Prices for Exchange Program may vary in case of supply from distribution centers outside of Italy, upon Customer request.
- 5.3. Prices include commercial/standard packaging only. In case the Customer / Operator requires a special container/package, the relevant cost is invoiced separately.
- 5.4. In case a component is received by Leonardo Helicopters without an adequate container, Leonardo Helicopters is entitled to return the Exchange Program Component to the Customer / Operator with an adequate container that will be charged to the Customer / Operator in addition to the Exchange Program service price.



- 5.5. The prices are Firm and Fixed as per the Customer Exchange Price List in force at the time of the Order Confirmation, or as per the relevant quotation for Exchange Program components not quoted in the Exchange Price List.
- 5.6. At the delivery of the components supplied under the Exchange Program, Leonardo Helicopters will issue the Invoice for the full Overhauled / Reconditioned or New Unit Price.
- 5.7. For any Order Leonardo Helicopters may require advanced payments as non-refundable payment by the Customer / Operator in the percentage as indicated in the relevant Order Confirmation. For any Order exceeding five hundred thousand Euros (500.000,00 €), Leonardo Helicopters may require an advanced payment equal to thirty (30) per cent of the total amount as non-refundable payment by the Customer / Operator.
- 5.8. At the delivery of the unserviceable Component to Leonardo Helicopters, the Customer / Operator shall invoice Leonardo Helicopters the value of the item as per Leonardo Helicopters Order Confirmation, with payment terms at ninety (90) days from invoice issue date. Upon receipt and inspection of the unserviceable Component subject to Leonardo Helicopters evaluation, (i) the Component may be considered by Leonardo Helicopters eligible for recognition of the proposed value in accordance with the Order Confirmation and in such a case, the invoice will be payable. The ownership of the returned component is transferred to Leonardo Helicopters at the time of the delivery or (ii) the value of the Component is determined by Leonardo Helicopters as different from the value communicated with the Order Confirmation, and in such a case shall the Customer/Operator issue a Credit Note making reference to the original invoice to Leonardo Helicopters for the difference.
- 5.9. In case reconditioned/overhauled component is not available at the time requested by the Customer / Operator, Leonardo Helicopters can propose the supply of a brand-new component. In such case, the current brand-new component sale price will be considered to calculate the Exchange Program price.
- 5.10. In case the Component is subject to TBO / Life Limits, the Exchange Program price will be based on a betterment/detriment calculation considering the difference of flight hours or cycles between the components subject to the Exchange Program request.
- 5.11. In all cases, the value of returning unserviceable Components shown in the Table A and Table B of the Leonardo Helicopters Exchange Program Price List for Components, shall be considered as the maximum value applicable (not-to-exceed) for components received in normal conditions of wear and tear. The actual value applicable to the Component returned by Customer/Operator to Leonardo Helicopters shall be determined after the receipt and inspection of the returned Component by Leonardo Helicopters.
- 5.12. Payments to Leonardo Helicopters for the Exchange Program shall be made in accordance to Article 7.

6. TAXES

- 6.1. Prices stated in the Leonardo Helicopters Exchange Program Price List are not inclusive of any indirect tax (i.e. Value Added Tax, Sales Tax and other similar taxes) and/or duties and/or fees. Any indirect tax and/or duties and/or fees, wherever due, shall be borne by the Customer / Operator.
- 6.2. All taxes, duties and fees which have to be paid according to the applicable laws and regulations governing the Customer / Operator Country as well as any other tax or fee related to bank charges will be at Customer/Operator duty.



7. PAYMENT

- 7.1. All payments due by the Customer / Operator to Leonardo Helicopters shall be made without any deduction or withholding of any taxes of any nature imposed by the Customer' / Operator's country upon Order Confirmation date or hereafter.
- 7.2. Any payments, including advance payment as per Article 5.75.7 or otherwise, shall be made by SWIFT bank transfer on the Leonardo Helicopters bank account stated on the relevant invoice (or alternative payments means as indicated by Leonardo Helicopters from time to time) within thirty (30) calendar days from the date of issue of the invoice or as stated in the Order Confirmation.

8. WARRANTY

- 8.1. The "LEONARDO HELICOPTERS STANDARD WARRANTY POLICY" for Commercial – Civil registered helicopters shall apply to the Exchange Program Components supplied by Leonardo Helicopters, unless a specific agreement is in place.
- 8.2. Any warranty request shall be preferably placed through the Leonardo Customer Portal.

9. CONFIDENTIALITY

The Customer / Operator recognizes and accepts the confidential and proprietary nature of the documentation and information relating to the Exchange Program component, including accompanying documents and prices and any information directly or indirectly provided by Leonardo Helicopters within the scope of these Terms & Conditions and any Order Confirmation and any Contract, and agrees to keep all such documentation and information as strictly confidential, for its own internal use only.

Unless otherwise previously agreed in writing, the Customer / Operator shall not copy or divulge any documentation and information directly or indirectly provided within the scope of these Terms and Conditions.

In case of breach of confidentiality, Leonardo Helicopters shall be entitled to claim compensation from and against the Customer / Operator.

10. LIABILITY

- 10.1. Subject to any mandatory provisions under applicable law, Leonardo Helicopters shall not be liable for and Customer / Operator hereby assumes liability for any and all losses, damages or complaints of whatsoever nature, as regards both personal injury and property, arising out of or in any way connected with handling, possession, operation or use of Exchange Program component after delivery.
- 10.2. Customer / Operator hereby agrees to release Leonardo Helicopters from and fully indemnify Leonardo Helicopters from and against any proceedings, actions and claims, which may be instituted by any third party against Leonardo Helicopters in respect to the foregoing not including strict-liability third-party claims possibly initiated against Leonardo Helicopters as the original manufacturer.

11. FORCE MAJEURE

- 11.1. Leonardo Helicopters shall not be in breach of these Terms and Conditions or any Contract or liable for failure or for any delay in fulfilling any obligations under these Terms & Conditions or any Contract where prevented from or impeded or delayed in doing so on account of any cause beyond the reasonable control of Leonardo including, but without being limited to, earthquake, flood, fire, explosion and/or other natural physical disaster, acts of God, riots, war, acts of terrorism, strikes, lockouts, epidemics, contamination, any laws, orders, regulations, measures, decisions, or requirements issued by any governmental body or other duly



constituted authority, or the refusal or revocation of any necessary licences or authorisations or other acts of any governmental or other authority whether or not having the force of law.

11.2. The date for performance of any such obligation shall be postponed by a period equal to the period during which Leonardo Helicopters was so prevented, impeded or delayed, or by such longer period as shall take account of the time required for repair, replacement, supply or re-supply of materials, parts or equipment or otherwise for the resumption of work, and the Contract in question (and, if and to the extent necessary, these Terms and Conditions) shall be amended accordingly.

12. APPLICABLE LAW AND DISPUTES

12.1. These Terms & Conditions, Order, Order Confirmation and any Contract, the construction, interpretation, validity and performance thereof, shall be governed by Italian law.

12.2. Any dispute arising out of or related to these Terms and Conditions, the Order, the Order Confirmation, any Contract, their constructions, validity, performance and/or termination, shall be submitted to the exclusive jurisdiction of the Courts of Rome (Italy), excluding its conflict of law provisions.

12.3. Notwithstanding the above, Leonardo Helicopters shall have the right to apply for injunctive reliefs or interim measures before any competent Court in any relevant jurisdictions.

These Terms and Conditions have been duly accepted and signed by the Parties as below.

Leonardo S.p.A. Helicopters

Signature:

Name:

Vittorio Della Bella

Title:

SVP Customer Support & Training

Date:

11th January 2021

Customer / Operator:

Signature:

Name:

Title:

Date:



In accordance with articles 1341 and 1342 of the Italian Civil Code, Customer / Operator specifically declares that it has duly and carefully read and understood, and accepted, each of the following provisions of these Terms & Conditions: Article 1 "APPLICABILITY", Article 2 "EXCLUSIONS", Article 5. PRICING, COMPONENT VALUE AND & INVOICING TERMS; Article 10 "LIABILITY", Article 11 "FORCE MAJEURE", Article 12 "APPLICABLE LAW AND DISPUTES".

Customer / Operator: _____

Signature: _____

Name: _____

Title: _____

Date: _____