



SERVICE INFORMATION LETTER

SIL N°	S-109-22-002	S-119-22-002
	S-109E-22-002	S-139-22-002
	S-109S-22-002	S-169-22-002
	S-109SP-22-002	S-189-22-002
DATE:	April 11, 2022	
REV.:	/	

To: Leonardo Helicopters products
Owners / Operators / Service Centres

SUBJECT: Spare Parts 2022 Price List

Helicopters Affected: All AW109 / AW119 / AW139 / AW169 / AW189

Reference

Service Information Letter N° S-109-22-001, S-109E-22-001, S-109S-22-001, S-109SP-22-001, S-119-22-001, S-139-22-001, S-169-22-001, S-189-22-001 dated January 18, 2022

Information about Spare Parts 2022 Price List

Dear Customer,

Leonardo Helicopters (LH) Customer Support & Services is pleased to submit to your attention the present Service Information Letter which provides detailed information concerning the 2022 Price List. LH provides this 2022 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 2022 Price List is effective from 11th April 2022 and will remain applicable until 31st March 2023, replacing the previous Price List. As anticipated in the Service Information Letter in reference, the 2022 Commercial/Civil and Dual Use Products Price List has been conditioned by the magnitude of the current global situation, with a particular focus on its consequences on the rotorcraft industry, including our supply chain.

Spare Parts 2022 Price List

LH was able to maintain the prices fixed for more than 2,5 years to date, sustaining Customers and Operators all over the hardest pandemic time and introducing changes only after Customers gradual return to a more sustainable business and flight activity.

Today, LH hereby strongly confirms to have put in place all reasonable efforts to make a sustainable revision of 2022 Price List and average increase is between 4.75% and 6%, depending on the product lines, with spikes and vales for some specific components. Since every component is differently exposed to the floatability of the energy and raw materials market, different price increases have been applied on each item in order to preserve not impacted items from a generalized inflationary factor.

The 2022 Price List refer to brand new spare parts, repaired/overhauled and exchanged component. Price List, and associated T&Cs, are in principle 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 2022 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. As already said specific conditions linked to Purchase Orders addressed to any of the LH's Supply Centres will be separately communicated by the involved LH's Supply Centres.

LEONARDO HELICOPTERS ITALY

e-mail: pricelist.mbx@leonardo.com

LEONARDO HELICOPTERS BELGIUM

Attn.: Mr. Gaëtan Audoor

e-mail: gaetan.audoor@leonardo.com

LEONARDO MALAYSIA

Attn.: Mr. Andrea Pietro Pizzo

e-mail: andrea.pizzo@leonardo.com

LEONARDO AUSTRALIA

Attn.: Mr. Danilo Catalano Castiello

e-mail: danilo.catalanocastiello@leonardo.com

AGUSTAWESTLAND PHILADELPHIA CORPORATION

e-mail: US_PriceList@leonardocompany.us

Spare Parts 2022 Price List

LEONARDO do BRASIL

Attn: Mr. Andrea Puglisi
e-mail: andrea.puglisi@leonardo.com

LEONARDO SOUTH AFRICA

Attn: Mr. Stefano Rusconi
e-mail: stefano.rusconi@leonardo.com

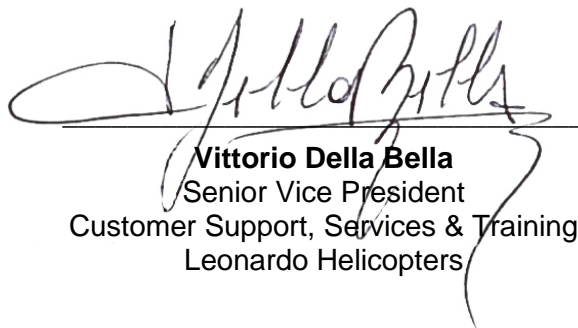
Prices for Spare Parts as well as Repair & Overhaul activities and Exchange programs, which are not published through the relevant Leonardo Helicopters Price List will be quoted upon Customer request.

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

LH invites all Customers/Operators 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 the orders.

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, Services & Training
Leonardo Helicopters

Attachments

- [1] *Terms and Conditions of Sale of Leonardo Helicopters Spare Parts*
- [2] *Terms and Conditions of Leonardo Helicopters Repair & Overhaul of Components*
- [3] *Terms and Conditions of Leonardo Helicopters Net Exchange Program*

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

1. APPLICABILITY

- 1.1. These terms and conditions (“**Terms and 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 and 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**”). Unless expressly agreed in writing by Leonardo Helicopters, no other terms and conditions shall apply. In case of conflicts or discrepancies between these Terms and Conditions and the specific conditions of the Order Confirmation, the provisions of the Order Confirmation shall prevail.
- 1.3. Any additional terms and conditions of any kind included or referred to by Customer / Operator in an Order or any other documents issued by the Customer / Operator shall have no effect and shall be considered as not applicable.
- 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 and Conditions by Leonardo Helicopters shall not be considered as a waiver of Leonardo Helicopters rights and/or of the overall Terms and Conditions.
- 1.6. In the event that one or more of these Terms and Conditions is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.
- 1.7. These Terms and Conditions are effective from 11th of April 2022 and shall be valid until 31st of March 2023, unless otherwise communicated by Leonardo Helicopters.
- 1.8. Eligible Spare Parts are Spare Parts purchased from Leonardo Helicopters within the validity of these Terms and Conditions and listed in a Leonardo Helicopters Spare Parts Price List or in a Leonardo Helicopters proposal/quotation.
- 1.9. Customer / Operator acknowledges that Orders and other relevant activities, will be preferably managed and processed through the web based Leonardo Customer Portal, subject to acceptance by Customer / Operator of the Leonardo Customer Portal Terms and Conditions of Use (available at <https://customerportal.leonardocompany.com>).

2. ACCOMPANYING DOCUMENTS

- 2.1. Spare Parts delivered by Leonardo Helicopters are accompanied by the available standard civil airworthiness certificate and by the Log Card (if applicable). The type of airworthiness documentation may vary based on the type of material ordered, including spare parts, tools and ground support equipment and standards. Leonardo Helicopters will not provide any Customer / Operator specific airworthiness documentation, unless otherwise agreed in writing between the parties.



- 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 for Spare Parts 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.
- 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 Leonardo Helicopters proposal/quotation for Spare Parts.
- 3.5. Leonardo Helicopters reserves the right to revise the prices set forth in the Leonardo Helicopters Spare Parts Price List at any time. Customer / 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 Parts.
- 3.7. For any Order for a value lower than five hundred Euros (500,00 €), Leonardo Helicopters reserves the right to invoice for such Order the minimum value of five hundred Euros (500,00 €).
- 3.8. 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) percent 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.

4. TAXES

- 4.1. Prices for Spare Parts 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.
- 4.3. In case of Spare Parts to be exported outside EU the following shall apply in addition to Articles 4.1 and 4.2 above:
VAT shall not be charged by Leonardo Helicopters to the extent that the Spare Parts is exported outside the EU territory, Customer / Operator warrants that it will transport the Spare Parts outside Italy, complying with all fulfilments provided by the Italian legislation. Customer / Operator commits to provide Leonardo Helicopters with any document evidencing the transfer of the Spare Parts outside the EU territory (including evidence that the Spare Parts has been imported in the country of destination), within sixty (60) days after delivery.



In case the warranties above are not satisfied, Leonardo Helicopters shall apply Italian VAT and Customer / Operator commits to pay the relevant amount to Leonardo Helicopters (including applicable penalty and interest).

In any case, should the relevant Italian Tax Authorities determine that Italian VAT is applicable to the sale of the Spare Parts, Customer / Operator hereby commits to indemnify Leonardo Helicopters for any VAT liability incurred or imposed by said authorities (including penalty and interest).

- 4.4. In case of Spare Parts to be dispatched or transported outside Italy but within the EU the following shall apply in addition to Articles 4.1 and 4.2 above:

VAT shall not be charged by Leonardo Helicopters to the extent that Spare Parts is supplied under and in conformity with the intra-community exemption VAT regime provided by the Directive 112/2006/CE. Customer / Operator warrants that it will transport the Spare Parts outside Italy, complying with all fulfilments provided by the Italian legislation. Customer / Operator commits to provide Leonardo Helicopters with proof of movement and any other document evidencing the transfer of the Spare Parts outside the Italian territory and a declaration confirming receipt of the Spare Parts in country of destination in the form of Annex 1 of these terms and conditions (as prescribed by COUNCIL IMPLEMENTING REGULATION (EU) 2018/1912 of 4 December 2018 amending Implementing Regulation (EU) No 282/2011 as regards certain exemptions for intra-Community transactions) within twenty-one (21) days after delivery.

In case the warranties above are not satisfied, Leonardo Helicopters shall apply Italian VAT and Customer / Operator commits to pay the relevant amount to Leonardo Helicopters (including applicable penalty and interest).

In any case, should the relevant Italian Tax Authorities determine that Italian VAT is applicable to the sale of the Spare Parts, Customer / Operator hereby commits to indemnify Leonardo Helicopters for any VAT liability incurred or imposed by said authorities (including penalty and interest).

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 delivery 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.

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 relevant Spare Parts.

- 6.3.6. Customer / Operator shall return the relevant 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 and Conditions shall have a minimum shelf life time of fifty percent (50%). This shelf life limit will not be applicable for Spares 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 collect the Spare Parts within said fifteen (15) calendar days period:

- Customer / Operator shall not be entitled to claim compensation or damages for the relevant Spare Parts on the grounds of unavailability of the Spare Parts;



- All expenses incurred by Leonardo Helicopters as regard to the corresponding Order (packaging, unpacking, handling and storage, etc.) shall be charged to Customer / Operator;
- Customer / Operator shall indemnify Leonardo Helicopters for any VAT or tax recovery, and any interest and fees triggered by late collection of the Spare Parts by Customer / Operator, and Leonardo Helicopters shall be entitled to seeking compensation from and against the Customer / Operator for any further damages;
- Leonardo Helicopters shall be entitled to arrange the transportation and delivery of Spare Parts on behalf of the Customer / Operator, and transport cost shall be charged to the Customer / Operator.

7.2. Any alternative shipping method shall be agreed in writing by Customer / Operator 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” shall apply to the Spare Parts supplied by Leonardo Helicopters, unless a specific agreement is in place. The applicable “LEONARDO HELICOPTERS STANDARD WARRANTY POLICY” is published and available to Customer/Operator on the Leonardo Customer Portal, or alternatively made available by Leonardo Helicopters.

8.2. 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)
 - ✓ 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 estimated lead times will be according to Service Policy (as communicated through applicable Information Letters) or it will be indicated by Leonardo Helicopters with the proposal/quotation. Confirmed delivery date will be provided with the 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 proposal/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.

9.2. Order Cancellation / Quantity Reduction

9.2.1. Customer / Operator may cancel any Order or modify the ordered quantity, in writing, within seven (7) calendar days from the date of receipt of the Leonardo Helicopters’ Order Confirmation, without incurring in any charge. Orders cancelled and/or any modification of quantities after such seven (7) day period may be subject to a fee of twenty (20) percent of the entire Order price. Such fee will be notified in writing to Customer / Operator by Leonardo Helicopters. Any modification of the Order other than quantity will be considered as a new Order requiring a new Order Confirmation by Leonardo Helicopters.

9.2.2. Any payment by the Customer / Operator pursuant to Article 3.7 shall be returned by Leonardo Helicopters if the cancellation of the Order occurs within seven (7) calendar days from the date of receipt of the Leonardo Helicopters’ Order Confirmation.

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.

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 twenty (20) percent 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 and 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, Customer / Operator shall not copy or disclose any documentation and information 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.

- 10.2. 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 treat and protect Leonardo Helicopters intellectual property as confidential information in accordance with the provisions herein. No rights conferred to Customer / Operator in relation to any Contract or purchase of Spare Parts shall include any granting of ownership on Leonardo Helicopters intellectual property for any purpose whatsoever.

11. LIABILITY

- 11.1. To the extent permitted by applicable law, except for gross negligence or willful misconduct, in no event Leonardo Helicopters shall be liable for loss of profit, loss of business opportunities, indirect, incidental or consequential damages, whether such liability is based in contract, fault, tort or otherwise, and in no event the liability of Leonardo Helicopters shall exceed the price paid by Customer / Operator to Leonardo Helicopters for the relevant Contract.
- 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. EXPORT CONTROLS COMPLIANCE

- 12.1. Customer / Operator agrees to comply with all export laws. Customer / Operator represents and agrees that Customer / Operator shall not export any Spare Parts in violation of any applicable export laws and regulations, including without limitations Italian, European, UK, US rules, and any restrictions, embargo resolutions or sanctions.
- 12.2. Customer / Operator will defend, indemnify, and hold Leonardo Helicopters harmless from and against any and all claims, liabilities and damages incurred by Leonardo Helicopters arising out of Customer / Operator's breach of such obligations.
- 12.3. Any Leonardo Helicopters proposal/quotation is subject to the positive outcome of trade and export compliance as well as of compliance checks under any applicable laws and subject to the obtaining of any relevant licenses.

13. TERMINATION

- 13.1. Termination for Customer / Operator default

Leonardo Helicopters may terminate any Contract upon written notice to Customer / Operator (i) with immediate effect in case of infringement by Customer / Operator of Leonardo Helicopters' intellectual property rights or confidentiality or export controls compliance provisions; or (ii) in case of any material breach of Customer / Operator of its obligations set out in these Terms and Conditions or Order Confirmation if the breach has not been cured by Customer/Operator within twenty (20) days from receipt of the above written notice by Leonardo Helicopters,

14. FORCE MAJEURE

- 14.1. 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 and 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, decisions, Sanctions, 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.

- 14.2. Leonardo Helicopters shall notify in writing Customer / Operator of the occurrence of a force majeure event within thirty (30) days from its occurrence.
- 14.3. 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.

15. APPLICABLE LAW AND DISPUTES RESOLUTION

- 15.1. These Terms and Conditions, Order, Order Confirmation and any Contract, the construction, interpretation, validity and performance thereof, shall be governed by Italian law.
- 15.2. 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.
- 15.3. 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: _____

Title: _____

Date: _____

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 and Conditions: Article 1 “APPLICABILITY”, Article 3 “PRICING AND INVOICING TERMS” . Article 6 “DELIVERY, ACCEPTANCE AND TRANSFER OF OWNERSHIP”, Article 11 “LIABILITY”, Article 12 “EXPORT CONTROLS COMPLIANCE“, Article 13 “TERMINATION”, Article 14 “FORCE MAJEURE”, Article 15 “APPLICABLE LAW AND DISPUTES RESOLUTION”.

Customer / Operator: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Annex 1 – Customer declaration

Customer's letterhead

To
Leonardo S.p.A
.....
.....

To the kind attention of Mr. _____ (i.e. name of the responsible person of Leonardo S.p.A.)

Place and date _____, _____

Subject: letter confirming transport and receipt of purchased goods

The undersigned company _____ (name of the Company) with registered office in _____ (city), street _____, VAT number _____, represented herein by Mr. _____ (this person should be able to represent the Company legally)

DECLARES

to have regularly and effectively received in _____ (Country), the goods purchased from **Leonardo S.p.A.** which are detailed in the attached Annex.

The above-mentioned goods have been dispatched or transported:

- Directly by the undersigned Company; or
- On behalf of the Company by _____ (indicate the name of the carrier company, its legal seat and VAT number on behalf of the Company).

Yours faithfully,

Name in capital letters

Signature

Company stamp

Attachments:

- 1) Annex: List of the invoices related to the purchases of goods from Leonardo S.p.A. (the annex has to be signed and stamped).

Customer's letterhead

Annex to be attached to the written statement to be provided to Leonardo S.p.A. (i.e. the vendor) with reference to the Intra-EU acquisitions of goods that have been dispatched or transported by the acquirer (or by a third party on behalf of the acquirer)

Invoice no.	Date of purchasing invoice	Quantity of the goods	Nature of the goods	Place of arrival of the goods	Date of arrival of the goods	Name of the person who accepted the goods on behalf of the acquirer
Indicate the number of the invoice issued by Leonardo S.p.A.	Indicate the date of the invoice issued by Leonardo S.p.A.	Specify the number of goods indicated in the invoice	Specify the nature of the goods indicated in the invoice	Indicate the street, city and country	Indicate the date of arrival of the goods	Indicate the name, his/her place and date of birth
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

Name in capital letters

Signature

Company stamp

ATTACHMENT 2 – TERMS AND CONDITIONS OF LEONARDO HELICOPTERS REPAIR & OVERHAUL OF COMPONENTS

1. APPLICABILITY

- 1.1. These terms and conditions (“**Terms and Conditions**”) apply to the repair and overhaul (“**Repair & Overhaul**” or “**R&O**”) of component and tools and ground support equipment (“**Components**”) related to helicopter models AW109, AW119, AW139, AW169, AW189 and AWBELL (hereinafter “**AW Products**”).
- 1.2. These Terms and 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**”). Unless expressly agreed in writing by Leonardo Helicopters, no other terms and conditions shall apply. In case of conflicts or discrepancies between these Terms and Conditions and the specific conditions of the Order Confirmation, the provisions of the Order Confirmation shall prevail.
- 1.3. Any additional terms and conditions of any kind included or referred to by Customer / Operator in an Order or any other documents issued by the Customer / Operator shall have no effect and shall be considered as not applicable.
- 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 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 provisions of these Terms and Conditions by Leonardo Helicopters shall not be considered as a waiver of Leonardo Helicopters rights and/or of the overall Terms and Conditions.
- 1.6. In the event that one or more of these Terms and Conditions is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.
- 1.7. These Terms and Conditions are effective from 11th of April 2022 and shall be valid until 31st of March 2023, unless otherwise communicated by Leonardo Helicopters.
- 1.8. Eligible Repair & Overhaul of Components are the Repair & Overhaul of Components purchased from Leonardo Helicopters within the validity of these Terms and Conditions and listed in a Leonardo Helicopters R&O Price List or in a Leonardo Helicopters proposal/quotation.
- 1.9. Customer/Operator acknowledges that Orders and other relevant activities, will be preferably managed and processed through the web based Leonardo Customer Portal, subject to acceptance by Customer/Operator of the Leonardo Customer Portal Terms and Conditions of Use (available at <https://customerportal.leonardocompany.com>).

2. EXCLUSIONS

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

- Components removed from AW Products involved in incidents/accidents;
- Components involved in incidents/accidents;
- Components removed from military registered AW Products, if not differently specified;



- 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 a Leonardo Helicopters R&O Price List conditions.

In the above cases, Leonardo Helicopters will notify the Customer / Operator accordingly 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. Repaired & Overhauled Components delivered by Leonardo Helicopters are accompanied by the available standard civil airworthiness certificate and by the Log Card (if applicable). The type of airworthiness documentation may vary based on the type of Components, including parts, tools and ground support equipment and standards. Leonardo Helicopters will not provide any Customer / Operator specific airworthiness documentation, unless otherwise agreed between the parties and formalized in writing.
- 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.
- 4.3. In case Leonardo Helicopters receive the Components without the applicable accompanying documentation, the Customer / Operator shall provide all required documentations as soon as possible. If the documentation is not available within thirty (30) calendar days from the documentation request, Leonardo Helicopters reserves the right to ship back the parts and to



arrange the transportation on behalf of the Customer / Operator, charging to the Customer / Operator the transportation expenses. 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 eligible to be managed under a 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.

5.3.1. If within five (5) working days from Leonardo Helicopters notification, Customer / Operator will request for the return of the unserviceable Component, 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

5.3.2. If no feedback is received from the Customer / Operator within five (5) working days from Leonardo Helicopters notification, Leonardo Helicopters will proceed to scrap the



Component locally, at Customer/Operator costs, and will invoice such costs in addition to the strip and survey activity.

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 and 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 for Repaired & Overhauled Components 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.
- 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 Leonardo Helicopters proposal/quotation for Repair & Overhaul of Components.
- 6.5. Leonardo Helicopters reserves the right to revise the prices set forth in the Leonardo Helicopters R&O Price List at any time. Customer / Operator will be informed of the price revision at the time of the issuance of the Order Confirmation.
- 6.6. 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.
- 6.7. Repaired & Overhauled Component will be invoiced by Leonardo Helicopter, at the prices indicated in the Order Confirmation issued by Leonardo Helicopters, at the delivery date of the Repaired & Overhauled Component.
- 6.8. 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.
- 6.9. 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 Repair & Overhaul of the Components is completed and invoiced accordingly to the Customer / Operator.



7. TAXES

- 7.1. Prices 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 / Operator's country upon Order Confirmation date or hereafter.
- 8.2. In case the Customer/Operator is required by any applicable law to apply a deduction or withholding of any tax of any nature to the payments, the Customer/operator must: (i) deduct or withhold the amount necessary to comply with such law; (ii) pay to Leonardo Helicopters an additional amount so that Leonardo Helicopters receives a net amount on the relevant payment date that is equal to the amount that it would have received if no such deduction or withholding had been required; (iii) timely pay the applicable withholding tax to the relevant taxing authority according to such law; and (iv) obtain a receipt from the relevant taxing authority and give it to Leonardo Helicopters as promptly as practicable
- 8.3. Any payments, including advance payment as per Article 6.8 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 the invoice or as stated in the Order Confirmation.

9. DELIVERY, ACCEPTANCE AND TRANSFER OF RISK

- 9.1. The delivery of the Repaired & Overhauled Components 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.
- 9.2. Customer / Operator or its representative shall check the Repaired & Overhauled Components' external packing at delivery 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 Components 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" shall apply to the Repaired & Overhauled Components supplied by Leonardo Helicopters, unless a specific agreement is in place. "LEONARDO HELICOPTERS STANDARD WARRANTY POLICY" is published and available to Customer/Operator on the Leonardo Customer Portal, or alternatively made available by Leonardo Helicopters.

10.2. Warranty request shall be preferably placed through the Leonardo Customer Portal.

11. CONFIDENTIALITY

11.1. 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 and 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 disclose 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.



11.2. Customer / Operator acknowledges and agrees that any and all intellectual property rights on Repaired & Overhauled Components are property of Leonardo Helicopters (or its licensors), and shall remain vested in Leonardo Helicopters at all times, and undertakes to treat and protect Leonardo Helicopters intellectual property as confidential information in accordance with the provisions herein. No rights conferred to Customer / Operator in relation to any Contract or purchase of Spare Parts shall include any granting of ownership on Leonardo Helicopters intellectual property for any purpose whatsoever.

12. LIABILITY

12.1. To the extent permitted by applicable law, except for gross negligence or willful misconduct, in no event Leonardo Helicopters shall be liable for loss of profit, loss of business opportunities, indirect, incidental or consequential damages, whether such liability is based in contract, fault, tort or otherwise, and in no event the liability of Leonardo Helicopters shall exceed the price paid by Customer / Operator to Leonardo Helicopters for the relevant Contract.

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. EXPORT CONTROLS COMPLIANCE

13.1. Customer / Operator agrees to comply with all export laws. Customer / Operator represents and agrees that Customer / Operator shall not export any Spare Parts in violation of any applicable export laws and regulations, including without limitations Italian, European, UK, US rules, and any restrictions, embargo resolutions or sanctions.

13.2. Customer / Operator will defend, indemnify, and hold Leonardo Helicopters harmless from and against any and all claims, liabilities and damages incurred by Leonardo Helicopters arising out of Customer / Operator's breach of such obligations.

13.3. Any Leonardo Helicopters proposal/quotation is subject to the positive outcome of trade and export compliance as well as of compliance checks under any applicable laws and subject to the obtaining of any relevant licenses.

14. TERMINATION

14.1. Termination for Customer / Operator default

Leonardo Helicopters may terminate any Contract upon written notice to Customer / Operator (i) with immediate effect in case of infringement by Customer / Operator of Leonardo Helicopters' intellectual property rights or confidentiality or export controls compliance provisions; or (ii) in case of any material breach of Customer / Operator of its obligations set out in these Terms and Conditions or Order Confirmation if the breach has not been cured by Customer/Operator within twenty (20) days from receipt of the above written notice by Leonardo Helicopters,

15. FORCE MAJEURE

15.1. 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 and 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, decisions, Sanctions, 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.

- 15.2. Leonardo Helicopters shall notify in writing Customer / Operator of the occurrence of a force majeure event within thirty (30) days from its occurrence.
- 15.3. 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.

16. APPLICABLE LAW AND DISPUTES RESOLUTION

- 16.1. These Terms and Conditions, Order, Order Confirmation and any Contract, the construction, interpretation, validity and performance thereof, shall be governed by Italian law.
- 16.2. 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.
- 16.3. 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 Helicopters

Signature: _____

Name: _____

Title: _____

Date: _____

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 and Conditions: Article 1 "APPLICABILITY", Article 2 "EXCLUSIONS", Article 6 "PRICING AND INVOICING TERMS", Article 9 "DELIVERY, ACCEPTANCE AND TRANSFER OF RISK", Article 12 "LIABILITY", Article 13 "EXPORT CONTROLS COMPLIANCE", Article 14 "TERMINATION", Article 15 "FORCE MAJEURE", Article 16 "APPLICABLE LAW AND DISPUTES RESOLUTION".

Customer / Operator: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 3 – TERMS AND CONDITIONS OF LEONARDO HELICOPTERS NET EXCHANGE PROGRAM

1. APPLICABILITY

- 1.1. These terms and conditions (“**Terms and Conditions**”) apply to the program of exchange of unserviceable components with serviceable component (“**Exchange Program**”) related to helicopter models AW109, AW119, AW139, AW169, AW189 and AWBELL (hereinafter “**AW Products**”).
- 1.2. These Terms and 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**”). Unless expressly agreed in writing by Leonardo Helicopters, no other terms and conditions shall apply. In case of conflicts or discrepancies between these Terms and Conditions and the specific conditions of the Order Confirmation, the provisions of the Order Confirmation shall prevail.
- 1.3. Any additional terms and conditions of any kind included or referred to by Customer / Operator in an Order or any other documents issued by the Customer / Operator shall have no effect and shall be considered as not applicable.
- 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 provisions of these Terms and Conditions by Leonardo Helicopters shall not be considered as a waiver of Leonardo Helicopters rights and/or of the overall Terms and Conditions.
- 1.6. In the event that one or more of these Terms and Conditions is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.
- 1.7. These Terms and Conditions are effective from 11th of April 2022 and shall be valid until 31st of March 2023, unless otherwise communicated by Leonardo Helicopters.
- 1.8. Eligible components (“**Components**”) are Components under exchange program purchased from Leonardo Helicopters within the validity of these Terms and Conditions and listed in a Exchange Program Price List or in a Leonardo Helicopters proposal/quotation.
- 1.9. Customer / Operator acknowledges that Orders and other relevant activities, will be preferably managed and processed through the web based Leonardo Customer Portal, subject to acceptance by Customer / Operator of the Leonardo Customer Portal Terms and Conditions of Use (available at <https://customerportal.leonardocompany.com>).

2. EXCLUSIONS

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

- 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 or components that are not repairable;
- 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 for which the applicable accompanying documentation is missing / incomplete / incorrect;

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

3. ACCOMPANYING DOCUMENTS

- 3.1. Components delivered by Leonardo Helicopters under Exchange Program are accompanied by the available standard civil airworthiness certificate and by the Log Card (if applicable). The type of airworthiness documentation may vary based on the type of material ordered, including spare parts, tools and ground support equipment and standards. Leonardo Helicopters will not provide any Customer / Operator specific airworthiness documentation, unless otherwise agreed in writing between the parties.
- 3.2. 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 Components, this requirement shall be requested in writing to Leonardo Helicopters at the time of the Order / Request for Quotation.
- 3.3. For Request for Quotation/Order and Components included in any Leonardo proposals and 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 and Components accompanied by documentation properly filled-in can be accepted.
- 3.4. Request for Quotation/Order for Exchange Program shall be placed through the E-Commerce Store within the Leonardo Customer Portal, if not differently agreed by the parties.
- 3.5. Order Confirmation is subject to prior receipt of the complete applicable documentation properly filled-in.
- 3.6. All relevant documents shall be submitted in English language.

4. PRICING, COMPONENT VALUE AND INVOICING TERMS

- 4.1. Prices for Exchange Program are set: FCA Leonardo Helicopters LOGISTIC CENTRE ITALY (Incoterms 2020) for the replacement Components delivered by Leonardo Helicopters and. DAP Leonardo Helicopters LOGISTIC CENTRE ITALY (Incoterms 2020) for the delivery by Customer / Operator to Leonardo Helicopter of the unserviceable Component (also referred to as core Component).
- 4.2. Prices for Exchange Program may vary in case of supply from distribution centers outside of Italy.
- 4.3. Prices include commercial/standard packaging only. In case the Customer / Operator requires a special container/package, the relevant cost is invoiced separately.
- 4.4. 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 price.



- 4.5. The prices are Firm and Fixed as per the Leonardo Helicopters Exchange Program Price List in force at the time of the Order Confirmation, or as per the relevant Leonardo Helicopters proposal/quotation for Exchange Program.
- 4.6. Leonardo Helicopters reserves the right to revise the prices set forth in the Leonardo Helicopters Exchange Program Price List at any time. Customer / Operator will be informed of the price revision at the time of the issuance of the Order Confirmation.
- 4.7. At the delivery by Leonardo Helicopters (as per the applicable Incoterms) of the Components supplied under the Exchange Program, Leonardo Helicopters will invoice the Customer / Operator the value of the Components as per Leonardo Helicopters Order Confirmation. Leonardo Helicopters will charge the Customer / Operator on its Statement of Account for the net Exchange Value, equivalent to the difference between the full Overhauled / Reconditioned Components or New Spare Parts Price and the maximum returned component value.
- 4.8. 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.
- 4.9. The ownership of the returned component is transferred to Leonardo Helicopters at the delivery (as per the applicable Incoterms) of the serviceable Components supplied under the Exchange Program. At the delivery of the unserviceable Component to Leonardo Helicopters, the Customer / Operator shall invoice Leonardo Helicopters the value of the unserviceable Component as per Leonardo Helicopters Order Confirmation. Upon receipt of the unserviceable Component subject to Leonardo Helicopters' evaluation the unserviceable Component may be considered of a value (i) equal or (ii) lower than the value provided in the Order Confirmation. In case (ii) the Customer / Operator shall issue a credit note to Leonardo Helicopters for the difference, making reference to the original Leonardo Helicopters' invoice.
- 4.10. 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 spare part price will be considered to calculate the Exchange Program price.
- 4.11. In case the Component is subject to Time Between Overhaul / Life Limits, the Exchange Program Price will be based on a betterment/detriment calculation based on accrual of the relevant serviceable and unserviceable Components.
- 4.12. In all cases, the value of returning unserviceable Components of a Leonardo Helicopters Exchange Program Price List or in a Leonardo Helicopters proposal, 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 Components returned by Customer / Operator to Leonardo Helicopters shall be determined after the receipt and inspection of the returned Components by Leonardo Helicopters.

5. TAXES

- 5.1. Prices 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, on the serviceable components or the unserviceable Components, shall be borne by the Customer / Operator.
- 5.2. 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.



- 5.3. In case of Serviceable Components to be exported outside EU the following shall apply in addition to Articles **Error! Reference source not found.** and **Error! Reference source not found.** above:

VAT shall not be charged by Leonardo Helicopters to the extent that the Serviceable Components are exported outside the EU territory, Customer / Operator warrants that it will transport the Serviceable Components outside Italy, complying with all fulfilments provided by the Italian legislation. Customer / Operator commits to provide Leonardo Helicopters with any document evidencing the transfer of the Serviceable Components outside the EU territory (including evidence that the Serviceable Components have been imported in the country of destination), within sixty (60) after delivery.

In case the warranties above are not satisfied, Leonardo Helicopters shall apply Italian VAT and Customer / Operator commits to pay the relevant amount to Leonardo Helicopters (including applicable penalty and interest).

In any case, should the relevant Italian Tax Authorities determine that Italian VAT is applicable to the sale of the Serviceable Components, Customer / Operator hereby commits to indemnify Leonardo Helicopters for any VAT liability incurred or imposed by said authorities (including penalty and interest).

- 5.4. In case of Serviceable Components to be dispatched or transported outside Italy but within the EU the following shall apply in addition to Articles **Error! Reference source not found.** and **Error! Reference source not found.** above:

VAT shall not be charged by Leonardo Helicopters to the extent that Serviceable Components is supplied under and in conformity with the intra-community exemption VAT regime provided by the Directive 112/2006/CE. Customer / Operator warrants that it will transport the Serviceable Components outside Italy, complying with all fulfilments provided by the Italian legislation. Customer / Operator commits to provide Leonardo Helicopters with proof of movement and any other document evidencing the transfer of the Serviceable Components outside the Italian territory and a declaration confirming receipt of the Spare Parts in country of destination in the form of Annex 1 of these terms and conditions (as prescribed by COUNCIL IMPLEMENTING REGULATION (EU) 2018/1912 of 4 December 2018 amending Implementing Regulation (EU) No 282/2011 as regards certain exemptions for intra-Community transactions) within twenty-one (21) days after delivery.

In case the warranties above are not satisfied, Leonardo Helicopters shall apply Italian VAT and Customer / Operator commits to pay the relevant amount to Leonardo Helicopters (including applicable penalty and interest).

In any case, should the relevant Italian Tax Authorities determine that Italian VAT is applicable to the sale of the Serviceable Components, Customer / Operator hereby commits to indemnify Leonardo Helicopters for any VAT liability incurred or imposed by said authorities (including penalty and interest).

6. PAYMENT

- 6.1. 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.
- 6.2. Any payments, including advance payment as per Article 4.84.8 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 the invoice or as stated in the Order Confirmation.

7. COLLECTION AND SHIPMENT OF SERVICEABLE COMPONENTS

- 7.1. Serviceable Components 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 Serviceable Components 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 Serviceable Components 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 Serviceable Components by Customer / Operator and Leonardo Helicopters shall be entitled to seeking compensation from and against the Customer / Operator for any further damages;
 - Leonardo Helicopters is entitled to arrange the transportation and delivery of the Serviceable Components on behalf of the Customer / Operator, and transport cost shall be charged to the Customer / Operator..
- 7.2. Any alternative shipping method shall be agreed in writing by Customer / Operator 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” shall apply to the Exchange Program supplied by Leonardo Helicopters, unless a specific agreement is in place. The applicable “LEONARDO HELICOPTERS STANDARD WARRANTY POLICY” is published and available to Customer/Operator on the Leonardo Customer Portal, or alternatively made available by Leonardo Helicopters.
- 8.2. Any warranty request shall be placed through the Leonardo Customer Portal.

9. RETURN OF UNSERVICEABLE COMPONENT

- 9.1. The unserviceable component becomes property of Leonardo Helicopters at the delivery (as per the applicable Incoterms) of the Serviceable Components supplied under the Exchange Program. All others Terms and Conditions for the return of unserviceable Component are 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). The unserviceable Component shall be delivered by Customer / Operator to Leonardo Helicopter DAP Leonardo Helicopters LOGISTIC CENTRE ITALY (Incoterms 2020). The unserviceable Component shall be returned



with commercial/standard packaging or adequate container as applicable. All shipping charges for returning the component to Leonardo Helicopters are at Customer / Operator's expense.

- 9.2. Customer / Operator shall return within thirty (30) calendar days from the delivery of the Serviceable Component the unserviceable Component to Leonardo Helicopters.
- 9.3. 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 unserviceable Component. The property of the unserviceable component returns to Customer / Operator.
- 9.4. In case of Customer / Operator is not returning the unserviceable Component within the Terms and Conditions established with this document, or the returned unserviceable component is discovered subject to any of the exclusions as per Article 2, Leonardo Helicopters reserve the right to claim the Customer / Operator for the maximum returned Component value.

10. CONFIDENTIALITY

- 10.1. The Customer / Operator recognizes and accepts the confidential and proprietary nature of the documentation and information relating to the Exchange Program, including accompanying documents and prices and any information directly or indirectly provided by Leonardo Helicopters within the scope of these Terms and 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, Customer / Operator shall not copy or disclose any documentation and information 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.
- 10.2. 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 treat and protect Leonardo Helicopters intellectual property as confidential information in accordance with the provisions herein. No rights conferred to Customer / Operator in relation to any Contract or purchase of Spare Parts shall include any granting of ownership on Leonardo Helicopters intellectual property for any purpose whatsoever.

11. LIABILITY

- 11.1. To the extent permitted by applicable law, except for gross negligence or willful misconduct, in no event Leonardo Helicopters shall be liable for loss of profit, loss of business opportunities, indirect, incidental or consequential damages, whether such liability is based in contract, fault, tort or otherwise, and in no event the liability of Leonardo Helicopters shall exceed the price paid by Customer / Operator to Leonardo Helicopters for the relevant Contract.
- 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. EXPORT CONTROLS COMPLIANCE

- 12.1. Customer / Operator agrees to comply with all export laws. Customer / Operator represents and agrees that Customer / Operator shall not export any Spare Parts in violation of any



applicable export laws and regulations, including without limitations Italian, European, UK, US rules, and any restrictions, embargo resolutions or sanctions.

- 12.2. Customer / Operator will defend, indemnify, and hold Leonardo Helicopters harmless from and against any and all claims, liabilities and damages incurred by Leonardo Helicopters arising out of Customer / Operator's breach of such obligations.
- 12.3. Any Leonardo Helicopters proposal/quotation is subject to the positive outcome of trade and export compliance as well as of compliance checks under any applicable laws and subject to the obtaining of any relevant licenses.

13. TERMINATION

13.1. Termination for Customer / Operator default

Leonardo Helicopters may terminate any Contract upon written notice to Customer / Operator (i) with immediate effect in case of infringement by Customer / Operator of Leonardo Helicopters' intellectual property rights or confidentiality or export controls compliance provisions; or (ii) in case of any material breach of Customer / Operator of its obligations set out in these Terms and Conditions or Order Confirmation if the breach has not been cured by Customer/Operator within twenty (20) days from receipt of the above written notice by Leonardo Helicopters,

14. FORCE MAJEURE

- 14.1. 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 and 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, decisions, Sanctions, 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.
- 14.2. Leonardo Helicopters shall notify in writing Customer / Operator of the occurrence of a force majeure event within thirty (30) days from its occurrence.
- 14.3. 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.

15. APPLICABLE LAW AND DISPUTES

- 15.1. These Terms and Conditions, Order, Order Confirmation and any Contract, the construction, interpretation, validity and performance thereof, shall be governed by Italian law.
- 15.2. 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.
- 15.3. 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: _____

Title: _____

Date: _____

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 4 “PRICING, COMPONENT VALUE AND INVOICING TERMS; Article 11 “LIABILITY”, Article 12 “EXPORT CONTROL AND COMPLIANCE”, Article 13 “TERMINATION”, Article 14 “FORCE MAJEURE”, Article 15 “APPLICABLE LAW AND DISPUTES”.

Customer / Operator: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Annex 1 – Customer declaration



Customer's letterhead

To
Leonardo S.p.A
.....
.....

To the kind attention of Mr. _____ (i.e. name of the responsible person of Leonardo S.p.A.)

Place and date _____, _____

Subject: letter confirming transport and receipt of purchased goods

The undersigned company _____ (name of the Company) with registered office in _____ (city), street _____, VAT number _____, represented herein by Mr. _____ (this person should be able to represent the Company legally)

DECLARES

to have regularly and effectively received in _____ (Country), the goods purchased from **Leonardo S.p.A.** which are detailed in the attached Annex.

The above-mentioned goods have been dispatched or transported:

- Directly by the undersigned Company; or
- On behalf of the Company by _____ (indicate the name of the carrier company, its legal seat and VAT number on behalf of the Company).

Yours faithfully,

Name in capital letters

Signature

Company stamp

Attachments:

Annex: List of the invoices related to the purchases of goods from Leonardo S.p.A. (the annex has to be signed and stamped).



Customer's letterhead

Annex to be attached to the written statement to be provided to Leonardo S.p.A. (i.e. the vendor) with reference to the Intra-EU acquisitions of goods that have been dispatched or transported by the acquirer (or by a third party on behalf of the acquirer)

Invoice no.	Date of purchasing invoice	Quantity of the goods	Nature of the goods	Place of arrival of the goods	Date of arrival of the goods	Name of the person who accepted the goods on behalf of the acquirer			
	Indicate the number of the invoice issued by Leonardo S.p.A.	Indicate the date of the invoice issued by Leonardo S.p.A.	Specify the number of goods indicated in the invoice	Specify the nature of the goods indicated in the invoice	Indicate the street, city and country	Indicate the date of arrival of the goods	Indicate the name, his/her place and date of birth		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

Name in capital letters

Signature

Company stamp
