



SERVICE INFORMATION LETTER

SIL N°	S-109-23-001	S-119-23-001
	S-109E-23-001	S-139-23-002
	S-109S-23-001	S-169-23-001
	S-109SP-23-001	S-189-23-001

DATE: April 17, 2023

REV.: /

To: Leonardo Helicopters products
Owners / Operators / Service Centres

SUBJECT: Spare Parts 2023 Price List

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

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 2023 Price List. LH provides this 2023 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 2023 Price List is effective from 17th April 2023 and will remain applicable until 31st March 2024, replacing the previous Price List.

After having limited as much as possible the increase in prices in previous revisions, LH continue to effectively demonstrate great attention to its Customers by applying also for this 2023 Price List reasonable trends comparable with inflation rates.

LH hereby confirms to have optimized synergies within its Supply Chain and to have rationalized its internal flows to limit the 2022 Price List average increase is in the range of 9%, depending on the product lines, with spikes and vales for some specific components. LH pricing policy, considering that every component is differently exposed to the floatability of the market's conditions, applies different price increases for each component in order to preserve not impacted ones from a generalized inflationary factor.

Spare Parts 2023 Price List

Moreover, to further sustain the foreseen growth in flight hours to be flown by its Customers, LH has applied a reduced increase on the Service Plans rate to be applied on Contract signed in this year.

The 2023 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 2023 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

LEONARDO do BRASIL

Attn: Mr. Andrea Puglisi

e-mail: andrea.puglisi@leonardo.com

Spare Parts 2023 Price List

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 further enhance the usage of 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, TOOLS AND GROUND SUPPORT EQUIPMENT

1. APPLICABILITY

- 1.1. These Leonardo Helicopters terms and conditions (hereinafter the “**Terms and Conditions**”) apply to the sale of spare parts, tools and ground support equipment (hereinafter “**Spare Parts**”) related to the 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 any relevant order confirmation issued by Leonardo Helicopters (hereinafter “**Order(s) Confirmation**”), shall constitute the entire contract (hereinafter “**Contract**”) entered into between Leonardo Helicopters and the Customer / Operator of AW Products. In case of any conflicts or discrepancies between these Terms and Conditions and the conditions of an Order Confirmation, the provisions of the Order Confirmation shall prevail.
- 1.3. Customer / Operator acknowledges and agrees that Leonardo Helicopters may also release from time to time information relevant to the sale of Spare Parts through information letters, notices, updates and other communications made available to Customer / Operator on dedicated web page or other means. Customer / Operator accepts that this information shall be part of the Contract with the Customer / Operator.
- 1.4. Unless expressly agreed in writing by Leonardo Helicopters, no other terms and conditions shall apply. 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.
- 1.5. 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 by Leonardo Helicopters of any of its rights in accordance with these 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 17th of April 2023 and shall be valid until 31st of March 2024, unless otherwise communicated by Leonardo Helicopters.
- 1.8. Eligible Spare Parts are Spare Parts purchased by Customer / Operator from Leonardo Helicopters within the validity of these Terms and Conditions and listed in a Leonardo Helicopters Spare Parts Price List or in a proposal/quotation of Leonardo Helicopters.
- 1.9. Customer / Operator acknowledges that orders (hereinafter an “**Order**”) and 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 standard civil airworthiness certificate and by the Log Card (as applicable). The airworthiness documentation may vary on the basis of the type of material ordered, including spare parts, tools and ground support equipment. Leonardo Helicopters will not provide Customer / Operator with any 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. Any other document concerning the import of the Spare Parts shall be requested by Customer / Operator in writing to Leonardo Helicopters at the same time of the Order / Request for Quotation.
- 2.3. All relevant documents shall be in English language.

3. PRICING AND INVOICING TERMS

- 3.1. The prices for Spare Parts are FCA Leonardo Helicopters Logistic Centre Italy (Incoterms 2020).
- 3.2. The prices for Spare Parts may vary in case of supply from distribution centers outside of Italy.
- 3.3. The prices include commercial/standard packaging only. In case Customer / Operator requires any special container/package, the relevant cost will be invoiced separately.
- 3.4. The prices are firm and fixed (Prices Firm and Fixed) as per Leonardo Helicopters Spare Parts Price List effective 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 Order Confirmation.
- 3.6. The invoices for the Spare Parts by Leonardo Helicopters shall be 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 with a value lower than five hundred € (500,00 €), Leonardo Helicopters reserves the right to invoice for such Order the minimum value of five hundred € (500,00 €).
- 3.8. Leonardo Helicopters for any Order may require advanced payments, as non-refundable payment, by Customer / Operator in the percentage as indicated in the relevant Order Confirmation. For any Order exceeding five hundred thousand € (500.000,00 €), Leonardo Helicopters may require Customer / Operator an advanced payment equal to thirty percent (30%) of the Order total amount as non-refundable payment. The advanced payments shall be paid by the Customer / Operator upon invoicing as per Article 5. If not paid, the relevant Order will be considered as no longer valid and Order Confirmation as cancelled.

4. TAXES

- 4.1. The 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 Customer / Operator.
- 4.2. All taxes, duties and fees to be paid according to the applicable laws and regulations of the country of Customer / Operator 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 provisions 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 are exported outside the EU territory. Customer / Operator warrants that it will transport and export the Spare Parts outside Italy complying with all fulfilments provided by Italian legislation. Customer / Operator commits to provide Leonardo Helicopters with any document evidencing the transfer of the Spare Parts outside the EU territory, including among others evidence that the Spare Parts have been imported in the country of destination, within sixty (60) days after delivery.

In case the above warranties, conditions and obligations are not satisfied, Leonardo Helicopters shall apply Italian VAT and Customer / Operator commits to indemnify Leonardo Helicopters for any VAT liability incurred or imposed by said authorities (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 commits to indemnify Leonardo Helicopters for any VAT liability incurred or imposed by said Tax Authorities (including fines and interest).

- 4.4. In case of Spare Parts to be dispatched or transported outside Italy but within the EU, the following provisions 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 are 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 enclosed as Annex 1 to 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 above warranties, conditions and obligations are not satisfied, Leonardo Helicopters shall apply Italian VAT and Customer / Operator commits to pay the relevant amount to Leonardo Helicopters (including applicable fines 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 commits to indemnify Leonardo Helicopters for any VAT liability incurred or imposed by said authorities (including fines 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, on or after Order Confirmation date.
- 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 transfer of risk of loss and damage shall be as per FCA (Incoterms 2020) at Leonardo Helicopters Logistic Centre Italy. Different delivery terms shall be agreed in writing with Leonardo Helicopters and 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. 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 there is no Discrepancy Report by 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
 - 6.3.3. The Discrepancy Report shall be addressed by e-mail to the appointed Leonardo Helicopters order administrator. The Discrepancy Report is usually acknowledged within five (5) calendar days from 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 Customer / Operator in order to retrieve the missing information.
 - 6.3.4. The investigation regarding 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 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 sent by Leonardo Helicopters to 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 Customer / Operator of the Spare Parts shall 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 this 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 Customer / Operator or to its carrier. Should Customer / Operator fail to collect the Spare Parts within said fifteen (15) calendar days period:
- Customer / Operator shall not be entitled to claim any compensation or damages for the relevant Spare Parts on the ground of unavailability of the Spare Parts;
 - All expenses incurred by Leonardo Helicopters in relation 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 Customer / Operator for any further damages;
 - Leonardo Helicopters shall be entitled to arrange the transportation and delivery of Spare Parts on behalf of Customer / Operator, and relevant costs shall be charged to Customer / Operator.
- 7.2. Any alternative shipping method shall be agreed in writing by Customer / Operator with Leonardo Helicopters, 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 on the Leonardo Customer Portal, or it may be made available to Customer / Operator by other means by Leonardo Helicopters, upon request.
- 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 number of Order / Request for Quotation
 - Progressive Item number
 - Part Number, Part description and quantity required
 - Ship-to address
 - Invoice-to address
 - Method of shipment and Incoterms if different from the method and/or Incoterm defined in these Terms and Conditions or communicated in writing by Customer / Operator to Leonardo Helicopters at the time of the receipt of these Terms and Conditions
 - Additional 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) Customer / Operator is responsible for timely ordering 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, Customer / Operator shall issue the relevant Order.
- h) Each Order shall become binding and deemed accepted by Leonardo Helicopters only upon release of the Order Confirmation by Leonardo Helicopters.

9.2. Order Cancellation / Quantity Reduction

9.2.1. Customer / Operator may cancel an Order or modify the quantity, in writing, within seven (7) calendar days from the date of receipt of the Leonardo Helicopters' Order Confirmation, without incurring in any charge. In case of Orders cancelled and/or any modification of quantities after such seven (7) day period, a fee of twenty (20) percent of the Order price may be applied, upon notification in writing to Customer / Operator by Leonardo Helicopters. Any modification of an Order other than quantity will be considered as a new order requiring a new order confirmation by Leonardo Helicopters.

9.2.2. Any amount paid pursuant to Article 3.7 shall be returned to Customer / Operator 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 a fee for a value up to twenty (20) percent of the related Spare Part price may be applied.
- 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. Customer / Operator acknowledges 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, any Order Confirmation and any Contract, and agrees to keep all such proprietary 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 to any third party, any documentation and information provided by Leonardo Helicopters within the scope of these Terms and Conditions, any Order Confirmation and any Contract,

In case of breach of confidentiality obligations, 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 the exclusive property of Leonardo Helicopters (or its licensors), and title of ownership shall remain vested in Leonardo Helicopters at all times. No rights conferred to Customer / Operator in relation to the purchase of Spare Parts under these Terms and Conditions, Order Confirmation or any Contract, shall imply or include any granting of ownership on Leonardo Helicopters' intellectual property, for any purpose whatsoever. Customer / Operator shall not copy, or reproduce, disassemble, reverse engineer, license, transfer, or otherwise, Leonardo Helicopters' intellectual property in any Spare Parts, and undertakes to treat Leonardo Helicopters' intellectual property as proprietary confidential information of Leonardo Helicopters.

11. LIABILITY

- 11.1. To the extent permitted by applicable law, except in case of 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 applicable export and re-export control laws, executive orders, regulations. Customer / Operator represents and agrees that Customer / Operator shall not export any Spare Parts in violation of any applicable export and re-export



control laws, executive orders, regulations including, without limitation, Italian, UK , European Union and U.S. export administration regulations.

- 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, and any Order Confirmation, is subject to the positive outcome of the due diligence, trade and export compliance, and compliance checks and clearance under any applicable laws and subject to the obtaining of any relevant licenses.

13. TERMINATION

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 obligations 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 Order Confirmation, or any Contract where prevented from or impeded or delayed in doing so on account of any cause unforeseen, unforeseeable or beyond the reasonable control of Leonardo as a result of which Leonardo Helicopters is unable to perform its obligations without its fault or negligence, including, without limitations, earthquake, flood, drought, and/or other natural physical disaster, fire, explosion or accident, acts of God, riots, war, acts of terrorism, strikes, lockouts, epidemics, pandemic, nuclear, chemical or biological contamination, , interruption or failure of utility service, embargo, Sanctions, any laws, orders, regulations, decisions, or requirements issued by any government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.
- 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 time 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.
- 14.4. In the event that a delay due to an event of force majeure exceeds 120 days, either Party may terminate in whole or in part the relevant Contract, notifying the other Party of the termination, each Party shall bear its own costs, expenses or economical losses thereupon.



15. APPLICABLE LAW AND DISPUTES RESOLUTION

- 15.1. These Terms and Conditions, including any Order Confirmation and any Contract, and their construction, interpretation, validity and performance, shall be governed by Italian law.
- 15.2. Any disputes arising out of or related to these Terms and Conditions, any Order, Order Confirmation, and Contract, 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: Vittorio Della Bella

Title: SVP Customer Support, Services & Training

Date: 17th April 2023

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 0 “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: _____

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 Leonardo Helicopters terms and conditions (hereinafter “**Terms and Conditions**”) apply to the repair and overhaul (hereinafter “**Repair & Overhaul**” or “**R&O**”) of component and tools and ground support equipment (hereinafter “**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 any relevant order confirmation issued by Leonardo Helicopters (hereinafter “**Order(s) Confirmation**”) shall constitute the entire contract (hereinafter “**Contract**”) entered into between Leonardo Helicopters and the Customer / Operator of AW Products. 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. Customer / Operator acknowledges and agrees that Leonardo Helicopters may also release from time to time information relevant to repair and overhaul of Components through information letters, notices, updates and other communications made available to Customer / Operator on dedicated web page or other means. Customer / Operator accepts that this information shall be part of the Contract with the Customer / Operator.
- 1.4. Unless expressly agreed in writing by Leonardo Helicopters, no other terms and conditions shall apply. 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.
- 1.5. 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 of any of its rights in accordance with these 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 17th of April 2023 and shall be valid until 31st of March 2024, unless otherwise communicated by Leonardo Helicopters.
- 1.8. Eligible Repair & Overhaul of Components are the Repair & Overhaul of Components purchased by Customer / Operator from Leonardo Helicopters within the validity of these Terms and Conditions and listed in a Leonardo Helicopters R&O Price List or in a proposal/quotation of Leonardo Helicopters.
- 1.9. Customer/Operator acknowledges that orders (hereinafter an “**Order**”) and 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;
- Components improperly used or subject to mishandling;
- Incomplete components – assembly or components that are not repairable;



- Components not maintained, overhauled or repaired 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 Customer / Operator to Leonardo Helicopters without the applicable accompanying documentation;;
- Components for which Repair & Overhaul requires additional unexpected activities;
- Components that require activities introduced by Service Bulletin (SB) and Information Letters (e.g. retro-mods, upgrades, etc.);
- Other special/unusual condition identified by Leonardo Helicopters on components received for R&O under a Leonardo Helicopters R&O Price List.

In case of request for R&O activities of non eligible components excluded as above, Leonardo Helicopters will issue a quotation 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 standard civil airworthiness certificate and by the Log Card (as applicable). The airworthiness documentation may vary on the basis of the type of Components, including parts, tools and ground support equipment and standards. Leonardo Helicopters will not provide Customer / Operator with any specific airworthiness documentation, unless otherwise agreed between the parties in writing.
- 3.2. For R&O Request for Quotation / Order and for Components returned by Customer / Operator, the Request for Quotation / 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 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. Components to be repaired shall be delivered by Customer / Operator to Leonardo Helicopter DAP Leonardo Helicopters Logistic Centre Italy (Incoterms 2020).
- 4.3. For Components received by Leonardo Helicopters after fifteen (15) calendar days from the provision of the Return Material Authorization (RMA) to Customer / Operator, Leonardo Helicopters reserves the right to cancel the RMA informing the Customer / Operator accordingly. The R&O Order shall be considered closed.
- 4.4. In case Leonardo Helicopters receive the Components without the applicable accompanying documentation, Customer / Operator shall provide all required documentations. If the documentation is not available within fifteen (15) calendar days from the request, Leonardo Helicopters reserves the right to ship back the Components, 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 commercially reasonable effort to provide Customer / Operator with the Order Confirmation within three (3) working days, upon receipt of the documents as per Article 3. Upon acceptance of the Leonardo Helicopters quotation, the Customer / Operator shall issue the relevant Order. The Order shall be binding and effective only upon release of the Order Confirmation by Leonardo Helicopters.

5.2. Request For Quotation

Components not eligible to be included under a Leonardo Helicopters R&O Price List may be sent to Leonardo Helicopters for Repair / Overhaul activities. After a strip and survey activity on the component, Leonardo Helicopters shall issue a quotation for the activity to Customer / Operator.

If quotation is not accepted by Customer / Operator in writing within the following fifteen (15) calendar days, , Leonardo Helicopters reserves the right to return in "AS-IS" conditions the component at Customer / Operator expenses and to invoice to Customer / Operator any cost borne by Leonardo Helicopters for the strip and survey activity.

5.3. Scrap

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

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 return the unserviceable Component to Customer / Operator in "AS-IS" conditions, at Customer / Operator expenses, and invoice the costs for the applicable strip and survey activity.

5.3.2. If no feedback is received from Customer / Operator within five (5) working days, the Component will be scrapped at Customer/Operator costs and Leonardo Helicopters will invoice such costs in addition to the cost of strip and survey activity.

5.4. Exchange Program

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



6. PRICING AND INVOICING TERMS

- 6.1. Prices for Repair and Overhaul of Components are FCA Leonardo Helicopters Logistic Centre Italy (Incoterms 2020) for the repaired Components delivered by Leonardo Helicopters.
- 6.2. The prices for Repaired & Overhauled Components may vary in case of supply from distribution centers outside of Italy.
- 6.3. The prices include commercial/standard packaging only. In case Customer / Operator requires any special container/package, the relevant cost will be invoiced separately.
- 6.4. The prices are firm and fixed (Prices Firm and Fixed) as per Leonardo Helicopters R&O Price List effective 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 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. The invoices for the Repaired & Overhauled Component by Leonardo Helicopter shall be at the prices indicated in the Order Confirmation issued by Leonardo Helicopters, at the delivery date of the Repaired & Overhauled Component.
- 6.8. Leonardo Helicopters for any Order may require advanced payments, as non-refundable payment, by Customer / Operator in the percentage as indicated in the relevant Order Confirmation. The advanced payments shall be paid by the Customer / Operator upon invoicing as per Article 8. If not paid, the relevant Order will be considered as no longer valid and 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 Customer / Operator.

7. TAXES

- 7.1. The prices for Repair and Overhaul of Components 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 to be paid according to the applicable laws and regulations of the country of Customer / Operator 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, on or after Order Confirmation date.
- 8.2. In case Customer/Operator is required by any applicable law to apply a deduction or withholding of any tax of any nature to the payments, 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 transfer of risk of loss and damage shall be as per FCA (Incoterms 2020) at Leonardo Helicopters Logistic Centre Italy. Different delivery terms shall be agreed in writing with Leonardo Helicopters and any cost incurred for transport, insurance, taxes and duties shall be borne by Customer / Operator.
- 9.2. Customer / Operator or its authorized 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 there is no Discrepancy Report by 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
- 9.3.3. The Discrepancy Report shall be addressed by e-mail to the appointed Leonardo Helicopters order administrator. The Discrepancy Report 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 Customer / Operator in order to retrieve the missing 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 Customer / Operator the result of the investigation and the related actions to be undertaken.
- 9.3.5. In case a reported 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 sent by Leonardo Helicopters to 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 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 on the Leonardo Customer Portal or it may be made available to Customer / Operator, by other means by Leonardo Helicopters, upon request.
- 10.2. Warranty request shall be preferably placed through the Leonardo Customer Portal.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 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 to any third party any documentation and information provided by Leonardo Helicopters within the scope of these Terms and Conditions, any Order Confirmation and any Contract.

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 the exclusive property of Leonardo Helicopters (or its licensors), and title of ownership shall remain vested in Leonardo Helicopters at all times. No rights conferred to Customer / Operator in relation to the purchase of Spare Parts under these Terms and Conditions, Order Confirmation or any Contract, shall imply or include any granting of ownership on Leonardo Helicopters’ intellectual property, for any purpose whatsoever. Customer / Operator shall not copy, or reproduce, disassemble, reverse engineer, license, transfer, or otherwise, Leonardo Helicopters’ intellectual property in any Spare Parts, and undertakes to treat Leonardo Helicopters’ intellectual property as proprietary confidential information of Leonardo Helicopters.

12. LIABILITY

- 12.1. To the extent permitted by applicable law, except in case of 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 applicable export and re-export control laws, executive orders, regulations. Customer / Operator represents and agrees that Customer / Operator shall not export any Components in violation of any applicable export and re-export control laws, executive orders, regulations including, without limitation, Italian, UK , European Union and U.S. export administration regulations,.
- 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 the due diligence, 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

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 obligations 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.

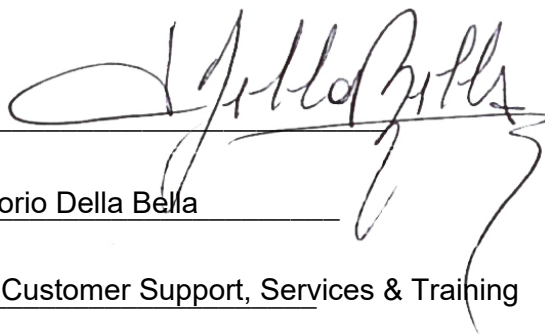


16. APPLICABLE LAW AND DISPUTES RESOLUTION

- 16.1. These Terms and Conditions, including any Order Confirmation and any Contract, and their 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, any Order, any Order Confirmation and Contract 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: Vittorio Della Bella

Title: SVP Customer Support, Services & Training

Date: 17th April 2023

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 0 "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 Leonardo Helicopters terms and conditions (hereinafter the “**Terms and Conditions**”) apply to the program of exchange of unserviceable components with serviceable component (hereinafter “**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 any relevant order confirmation issued by Leonardo Helicopters (hereinafter “**Order(s) Confirmation**”) shall constitute the entire contract (hereinafter “**Contract**”) entered into between Leonardo Helicopters and the Customer / Operator of AW Products. In case of any conflicts or discrepancies between these Terms and Conditions and the conditions of the Order Confirmation, the provisions of the Order Confirmation shall prevail.
- 1.3. Customer / Operator acknowledges and agrees that Leonardo Helicopters may release from time to time information relevant to the Exchange Program through information letters, notices, updates and other communications made available to Customer / Operator on dedicated web page or other means. Customer / Operator accepts that this information shall be part of the Contract with the Customer / Operator.
- 1.4. Unless expressly agreed in writing by Leonardo Helicopters, no other terms and conditions shall apply. 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.
- 1.5. 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 of any of its in accordance with these 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 17th of April 2023 and shall be valid until 31st of March 2024, 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 Leonardo Helicopters Exchange Program Price List or in a proposal/quotation of Leonardo Helicopters.
- 1.9. Customer / Operator acknowledges that orders (hereinafter an “**Order**”) and 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 not maintained, overhauled or repaired 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 by Customer / Operator to Leonardo Helicopters by issuing a Repair and Overhaul order. On a case-by-case basis Leonardo Helicopters will issue to Customer / Operator a quotation for R&O activities, in accordance with the terms and conditions of Leonardo Helicopters Repair & Overhaul of Components.

3. ACCOMPANYING DOCUMENTS

- 3.1. Components delivered by Leonardo Helicopters under Exchange Program are accompanied by the standard civil airworthiness certificate and by the Log Card (as applicable). The airworthiness documentation may vary on the basis on the type of Components. Leonardo Helicopters will not provide Customer / Operator with any specific airworthiness documentation, unless otherwise agreed between the parties in writing.
- 3.2. When applicable, shipping declaration for dangerous goods and Material Safety Data Sheet (MSDS) will be provided. Any other document concerning the import of the Components shall be requested by Customer / Operator in writing to Leonardo Helicopters at the time of the Order / Request for Quotation.
- 3.3. For Exchange Program Request for Quotation/Order and for 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 Exchange Program Request for Quotation/Order and Components accompanied by complete documentation 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 receipt of the complete applicable documentation.
- 3.6. All relevant documents shall be in English language.

4. PRICING, COMPONENT VALUE AND INVOICING TERMS

- 4.1. Prices for Exchange Program are FCA Leonardo Helicopters Logistic Centre Italy (Incoterms 2020) for the replacement serviceable 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. The prices for Exchange Program may vary in case of supply from distribution centers outside of Italy.
- 4.3. The prices include commercial/standard packaging only. In case Customer / Operator requires any special container/package, the relevant cost will be invoiced separately.
- 4.4. The prices are firm and fixed (Prices Firm and Fixed) as per 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.



- 4.5. 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 Order Confirmation.
- 4.6. 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.
- 4.7. 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. Leonardo Helicopters for any Order may require advanced payments as non-refundable payment by the Customer / Operator in the percentage as indicated in the relevant Order Confirmation. The advanced payments shall be paid by the Customer / Operator upon invoicing as per Article 6. If not paid, the relevant Order will be considered as no longer valid and Order Confirmation as cancelled.
- 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. The prices for Exchange Program 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 to be paid according to the applicable laws and regulations of the country of the Customer / Operator as well as any other tax or levies related to bank charges, shall be borne by Customer / Operator.
- 5.3. In case of serviceable Components to be exported outside EU the following provisions 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 and export 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 among others evidence that the serviceable Components have been imported in the country of destination, within sixty (60) after delivery.

In case the above warranties, conditions and obligations 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 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 provisions 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 are 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 serviceable Components 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 above warranties, conditions and obligations 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, on or after Order Confirmation date.
- 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 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 for the relevant serviceable Components on the ground of the unavailability of the serviceable Components;
 - 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 is responsible and shall be in charge for the procedures of import custom clearance of the serviceable Component into the country of destination and pays and bears the relevant cost, any custom duties and relevant taxes;
 - Customer / Operator shall indemnify Leonardo Helicopters for any VAT or tax recovery, and any interest and fees triggered by late collection of the serviceable Components by Customer / Operator and Leonardo Helicopters shall be entitled to seeking compensation from and against Customer / Operator for any further damages;
 - Leonardo Helicopters shall be entitled to arrange the transportation and delivery of the serviceable Components on behalf of the Customer / Operator, and relevant costs shall be charged to Customer / Operator..
- 7.2. Any alternative shipping method shall be agreed in writing by Customer / Operator with Leonardo Helicopters, 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 on the Leonardo Customer Portal, or it may be made available to Customer / Operator by other means by Leonardo Helicopters, upon request.
- 8.2. Any warranty request shall be placed through the Leonardo Customer Portal.

9. RETURN OF UNSERVICEABLE COMPONENT

- 9.1. The unserviceable Components becomes property of Leonardo Helicopters at the delivery (as per the applicable Incoterms) of the serviceable Components supplied under the Exchange Program. All other 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. The Customer / Operator is



responsible and shall be in charge for the procedures of export custom clearance of the component and pays and bears the relevant cost, any custom duties and relevant taxes.

- 9.2. Customer / Operator shall return within fifteen (15) calendar days from the delivery of the serviceable Component the unserviceable Component to Leonardo Helicopters.
- 9.3. At the expiry of the fifteen (15) calendar days 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 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 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 to any third party any documentation and information provided by Leonardo Helicopters within the scope of these Terms and Conditions any Order Confirmation and any Contract.

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

Customer / Operator acknowledges and agrees that any and all intellectual property rights on Exchange Program are the exclusive property of Leonardo Helicopters (or its licensors), and title of ownership shall remain vested in Leonardo Helicopters at all times. No rights conferred to Customer / Operator in relation to the purchase of Spare Parts under these Terms and Conditions, Order Confirmation or any Contract, shall imply or include any granting of ownership on Leonardo Helicopters' intellectual property, for any purpose whatsoever. Customer / Operator shall not copy, or reproduce, disassemble, reverse engineer, license, transfer, or otherwise, Leonardo Helicopters' intellectual property in any Spare Parts, and undertakes to treat Leonardo Helicopters' intellectual property as proprietary confidential information of Leonardo Helicopters..

11. LIABILITY

- 11.1. To the extent permitted by applicable law, except in case of 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 applicable export and re-export control laws, executive orders, regulations. Customer / Operator represents and agrees that Customer / Operator shall not export any Spare Parts in violation of any applicable export and re-export control laws, executive orders, regulations including, without limitation, Italian, UK , European Union and U.S. export administration regulations,.
- 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 the due diligence, 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

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 obligations 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.

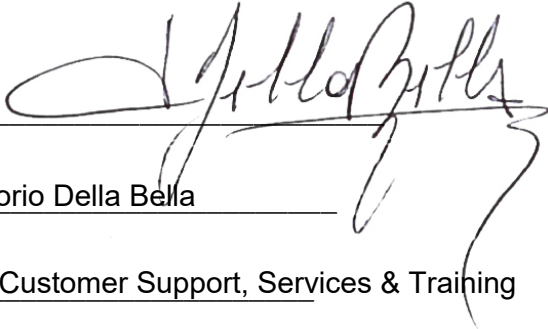


15. APPLICABLE LAW AND DISPUTES

- 15.1. These Terms and Conditions, including any Order, Order Confirmation and any Contract and their 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, any Order, any Order Confirmation and Contract 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: Vittorio Della Bella

Title: SVP Customer Support, Services & Training

Date: 17th April 2023

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 0 "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
