

STANDARD CONDITIONS OF SALE

1 - DEFINITIONS

- **AOG** (Aircraft On Ground) means a situation in which the Helicopter is unable to fly or is ineligible to return to service because of an unscheduled need for replacement or major repair of components, that is not related to scheduled maintenance tasks.
- **BFE/CFE** means Buyer Furnished Equipment / Customer Furnished Equipment
- **Certificate of Conformity** (or **Statement of Conformity**) means the document issued by the Seller's quality assurance organization after completion of procedures approved by the respective authorized national agency certifying the Product's conformity with the Seller's applicable specifications.
- **CAMO** means Continuing Airworthiness Management Organization
- **Contract** means the agreement between the Seller and the Customer of which these Standard Conditions of Sale form part, comprising the applicable Specific Annex(es) and the Purchase Order or Order Confirmation.
- **Core Unit** means the used Part sent by the Customer to the Seller in case of exchange for an overhauled or repaired Part under the standard exchange service.
- **Customer** means the person, entity, or company to whom the Seller sells any Products and/or Services under the Contract.
- **Customer Center** means a subsidiary of the Seller
- **Documentary Credit** means an irrevocable, confirmed and non-transferable documentary credit.
- **EASA** means European Aviation Safety Agency
- **Helicopter** means helicopter all manufacturer
- **Item** means transmission components, blades and/or equipment.
- **OTL, SLL** mean respectively Operating Time Limit and Service Life Limit
- **Part** means a piece of an Item or a Product.
- **Party/Parties** mean either separately or collectively the Customer and/or the Seller.
- **Product(s)** means the goods to be provided by the Seller under the Contract in compliance with the applicable specification and/or definition.
- **Production Organization Approval (POA)** means approvals issued by the respective competent authority to the Seller in compliance with EASA part 21/G regulation.
- **Order Confirmation** means the acknowledgement of receipt of the Customer's order by the Seller, i.e. either the confirmation sent by the Seller to the Customer to take into account the Customer's order or the approval sent by the Customer to the Seller on the Quotation
- **Purchase Order** (or **Order**) means the order covering the acquisition of Products and/or Services
- **Quotation** means the priced offer and associated conditions, sent to the Customer by the Seller.
- **RMA** means Return Material Authorization format provided by the Seller for the purposes of the warranty article and/or R&O Service
- **R&O** means the following activities: repair, overhaul, standard exchange, inspection and modification of an Item
- **Seller** means Airbus Helicopters (SAS) located in Marignane, France and/or Airbus Helicopters Deutschland GmbH, located in Donauwörth, Germany and/or Airbus Helicopters International Services (LTD), located in Dublin, France.
- **Service(s)** means the services which may be performed under the Contract consisting of:
 - performance of R&O
 - technical publications, technical assistance, technical expert services, and/or tool rental
 - performance of Training, and
 - any other services mentioned under the Specific Annex(es), when applicable
- **Specific Annex** (or **Annex**) means the annex of the SCS outlining specific conditions
- **Spare Parts** means new parts to be provided by the Seller.
- **SCS** means general Standard Conditions of Sale for Products and Services.
- **SB** means Service Bulletin
- **STC** means Supplemental Type Certificate and also refers to an equipment which has a STC
- **TAT** means Turn Around Time, from the time the Seller receives the Customer's Item to the time the Item is at the Customer's disposal, less the Customer's approval lead time and/or less lead time due to Customer's responsibility discrepancies.

- **Training Items** means training software, training documentation and courseware.
- **Training** means training need analysis, training courses, simulator sessions and on-the-job training.
- **TSN, TSO, TSR, TBO** mean respectively Time Since New, Time Since Overhaul, Time Since Repair and Time Between Overhaul.
- **VAT** means Value Added Tax

2 - SUBJECT AND SCOPE

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

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

- for Products (other than Helicopters) and Services:
 - Technical Field Assistance
 - Aircrew Assistance
 - Consulting Services

3 - PURCHASE ORDER / QUOTATION

3.1 Products and Services sold independently of a Helicopter sale – Order issuance, acceptance

Customer's Orders shall be confirmed by the Seller in writing. The Contract shall become binding upon receipt by the Customer of the Seller's Order Confirmation.

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

3.3 Purchase Order modifications

3.3.1 Modifications to Purchase Order by the Seller

Pursuant to new manufacturing or engineering requirements, obsolescence or new regulations, the Seller shall be entitled to carry out modifications without the consent of the Customer, as long as these modifications do not affect the specification and/or performance of the Product and/or Services, and/or delivery time. Should the requirements affect specification and/or performance of the Product and/or Services, related costs and/or delivery time, the Seller and the Customer shall agree on the contractual consequences. If the Parties fail to reach an agreement within one (1) month, the Seller shall be entitled to terminate the Contract under the conditions stated in article 14.2 hereinafter.

3.3.2 Modifications to Purchase Order modifications by the Customer

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

4 - EXPORT AND IMPORT LICENCES – AUTHORIZATIONS, CUSTOMS

4.1 Export and Import licenses - authorizations

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

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

The Seller shall not be held liable if the authorizations are not granted or are granted with delay or if an authorization that has been granted is



revoked or not renewed. Such event shall be considered as a force majeure event as defined in article 13.1.

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

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

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

4.2 Export and Import - Customs

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

If the Seller transports the Products by ferry-flight, the Customer will have to provide additional documentation to the Seller to prove exportation for VAT purposes. The Seller will inform the Customer of the required documentation in due time before the delivery date.

5 - PRICES

5.1 General

Prices are stated and payable in Euros.

Products and Services prices will be in accordance with the relevant Seller's price list in force, or in the relevant Quotation. The Seller's price lists are subject to regular updates.

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

5.2 Duties and taxes, VAT

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

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

5.3 Additional costs/ Chargeable amounts

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

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

6 - PAYMENTS

6.1 General

The payment obligation will be considered fulfilled at the time the due amount is irrevocably credited in full to the Seller's bank account.

The Customer shall make the payment by bank transfer (swift), which, on the Seller's request, may be secured by a stand-by letter of credit or a Documentary Credit.

Any down payments are non-refundable, as they are necessary to partially cover the production, procurement, financial, administrative and other costs.

In the event of payment by Documentary Credit, the Customer shall at the time of the initial down payment and/or Purchase Order, open at its own expense, a Documentary Credit in favor of the Seller for the Contract price, reduced by the initial down-payment, if any.

The Documentary Credit shall permit partial deliveries and shall be valid for the total specified period of delivery or performance plus three (3) months covering the time required for preparing the necessary documents and for performing the payment.

- The Documentary Credit shall be payable at sight in favor of the Seller as deliveries are made upon presentation of the following documents by the Seller to the bank: In case of Products and Services sold independently of a Helicopter sale
 - Commercial invoice in duplicate, and
 - Any document specified by the Seller and mentioned under the Contract.

Should the Documentary Credit expire before full delivery is completed, the Customer shall in due time extend, at its expense, the Documentary Credit without any need for action in this respect on the part of the Seller.

6.2 Payment terms

Payment terms for Products (other than Helicopters) and Services are specific and defined in the relevant Specific Annex.

6.3 Penalties for late payment

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

Without prejudice to the above, should the Customer fail to pay or in the event of a delay in payment, the Seller will be entitled to extend the schedule for an equivalent time period and/or suspend performance of the Contract and/or in all cases, definitively retain the amount of any payments already made by the Customer. The retention of any such payment shall not preclude the Seller from seeking compensation from the Customer for further damages. In the event of a delay or failure by the Customer to pay for more than two (2) months, the Seller shall be entitled to terminate the Contract for default of the Customer under the conditions defined in article 14.2 hereinafter.

7 - QUALITY

Airbus Helicopters International Services holds, as issued by its respective national civil aviation authorities,

- a maintenance organisation approval in compliance with the EASA Part 145 regulation

8 - WARRANTY

8.1 General

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

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

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Customer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its



claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Customer a warranty claim acknowledgment and a RMA form. Within fifteen (15) calendar days following the receipt of such documents the Customer shall return the allegedly defective Parts to the Seller. If the Customer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Customer at the price stated in the relevant Seller's price list in force, or in the relevant Quotation.

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

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

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

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

The warranty exclusions are as follows:

- Parts and any associated costs incurred for scheduled maintenance, or
- if the Customer has failed to notify the Seller of its warranty claim within two (2) weeks from the failure occurrence date, or
- if the supply and/or any part thereof is stored, operated, maintained, installed, repaired or overhauled otherwise than in accordance with the manuals, documentation and instructions delivered by the Seller, or
- in the event that maintenance activities have not been properly entered in the appropriate logbook (or in case of failure to produce the logbook to the Seller if so requested), or
- if the defective Product or any part thereof has been repaired or altered otherwise than as instructed by the Seller or its subcontractors/suppliers, or
- if the Product or any part thereof has suffered an accident, or
- in the event of a defect that is the result of normal wear and tear, or
- if the Product has not been delivered by the Seller, or
- if such Product or any part thereof is not properly stored and protected in accordance with instructions delivered by the Seller, or
- if the defect is partly or wholly caused by a defective item not provided by the Seller, or
- if the software or the host media is exposed to any computer virus or to any conditions in excess of those published in the applicable manuals, documentation and instructions delivered by the Seller, as well as any alteration and/or modification not validated by the Seller, having an impact on the software, or
- normal wear and tear of item(s) such as, but not limited to, seals, tires, inner tubes, bulbs, packing and similar consumables parts.

The warranty is granted to the Customer personally and shall not be assigned or transferred to any third party without the prior consent of the Seller. Should the Customer want the warranty to be managed by a third party, it shall then provide the Seller with a power of attorney authorizing the said third party to act on its behalf.

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

8.2 Warranty period

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

- For Training Item(s):
 - Within the twelve (12) months after their delivery from the Seller's factory.
- For repaired, overhauled and standard exchange Items
 - Within five hundred (500) flying hours or six (6) months from the time they are fitted to the Helicopters or twelve (12) months after their delivery from the Seller's site, whichever event occurs first.
For repaired Item, the warranty is limited to the repair done and/or the Parts replaced.
- For tools repaired, overhauled or returned for calibration:
 - Within twelve (12) months after their delivery from the Seller's site.
- For workmanship:
 - Within five hundred (500) flying hours or six (6) months from the signature date of the acceptance certificate by both Parties, whichever event occurs first.

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

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

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

9 - CONFIDENTIALITY

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

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

- a) be protected and kept in strict confidence by the receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case any less than reasonable care; and
- b) be only disclosed to and used by those persons within the receiving Party's organization who have a need to know and solely for the purpose specified in the Contract; and
- c) not be used, in whole or in part, for any purpose other than the purpose of the Contract without the prior written consent of the disclosing Party; and

- d) neither be disclosed nor caused to be disclosed, whether directly or indirectly to any third party or persons other than those mentioned in subparagraph b) above; and
- e) neither be copied nor otherwise reproduced nor duplicated, in whole or in part, where such copying, reproduction or duplication has not been specifically authorized in writing by the disclosing Party.

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

10 - INTELLECTUAL PROPERTY

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

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

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

The Seller grants the Customer a non-exclusive, non-transferable licence to use the executable form of the software on the related Product, for the purposes of operating the Helicopter. This licence does not entitle the Customer to receive free of charge updates of such software. The Customer shall not decompile, disassemble, modify, reverse assemble, reverse engineer or reduce to human readable form except to the extent the foregoing restriction is, by operation of applicable law, prohibited or of no effect.

11 - LIABILITY

Notwithstanding any provision to the contrary in the Contract or elsewhere, the total and cumulated liability of the Seller under the Contract, due to any and all causes whatsoever, whether based on breach of contract or in tort or otherwise, shall in no event exceed in aggregate an amount equivalent to ten per cent (10%) of the total net Contract price.

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

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

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

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

12 - FORCE MAJEURE AND EXCUSABLE DELAY

12.1 Force majeure

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

- o acts of God, war, insurrection, epidemics, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of the Seller's sources of supply, shortage in material or energy, or
- o acts, orders or priorities resulting from any government action, national or international authorities, or
- o acts caused by any supplier or subcontractor of the Seller (or lower level subcontractor or supplier), or
- o a bankruptcy or insolvency event concerning any supplier or subcontractor (or lower level subcontractor or supplier), or

- o any other case beyond the reasonable control of the Seller.

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

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

12.2 Excusable delay

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

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

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

13 - TERMINATION AND CANCELLATION

13.1 Extraordinary termination

Each Party may immediately terminate or reduce the scope of the Contract by notice in writing to the other Party if:

- o A petition is filed, a notice is given, a resolution or a court order is passed in connection with the winding up of the other Party, or
- o The other Party becomes bankrupt or insolvent.

13.2 Termination for default

A Party may terminate all or part of this Contract for default of the other Party in the event that the other Party persistently fails to perform its obligations and despite the non-defaulting Party having notified by acknowledgment of receipt the defaulting Party to take adequate corrective measures and provided no such measures have been proven to have been taken within a period of two (2) months, following the above notice. The termination shall occur without any specific formality other than the above notice.

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

- o In case of default of the Customer:
 - a) the Customer shall reimburse the Seller for all costs (including but not limited to raw materials, labor, overhead, storage and financial fees) incurred by the Seller or which the Seller could not avoid incurring (including termination indemnities, if any, under the contracts between the Seller and its subcontractors or suppliers or under the second level contracts or subcontracts),
 - b) the Customer shall pay to the Seller a termination indemnity equal to ten per cent (10%) of the contractual price as well as an indemnity equal to the damages sustained by the Seller,
 - c) the Customer shall indemnify the Seller in case other remedies are available by the Customer under this Contract, than those mentioned under paragraphs a) to b) above, and
 - d) the Seller shall be entitled to retain any payments already made by the Customer, until an agreement is found on the above or the dispute resolution has been implemented and a decision has been taken in consequence.
- o In case of default of the Seller:
 - a) the Seller shall be entitled to deliver the remaining non-faulty Products and render the remaining non-faulty Services, and shall be paid the corresponding price thereof,
 - b) the Seller shall return to the Customer all the BFE/CFE remaining in its premises, once the Products are delivered and/or the Services are rendered,
 - c) the Seller shall refund the Customer, the amount of the down payment which refers to the unfulfilled part of the Contract, and
 - d) the Customer shall possibly apply the liquidated damages, if any.

13.3 Termination for force majeure

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

Cancellation and anticipated termination terms for Products (other than Helicopters) and Services are specific and defined in the relevant Specific Annex.

14 - APPLICABLE LAW AND DISPUTE RESOLUTION

The Contract shall be governed by German law for the sale of Products and/or Services by Airbus Helicopters Deutschland GmbH, by French law for the sale of Products and/or Services by Airbus Helicopters and by Irish law for the sale of Products and/or Services by Airbus Helicopters International Services Ltd. Irrespective of the applicable law, the United Nations Convention for the international sale of goods is excluded.

The Parties shall attempt to amicably settle any dispute, controversy or claim arising out of or in connection with the Contract. If two (2) months after the occurrence of such dispute, controversy or claim, the Parties have failed to reach an agreement, then the dispute, controversy or claim, depending on the contractual aggregate amount shall be settled as follows:

A dispute will be finally settled under the rules of arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said rules.

In the specific case of a dispute of which the aggregate amount does not exceed ten million (10 000 000) Euros, the Parties agree to opt for a fast track arbitration process in accordance with the ICC rules.

The place of arbitration shall be Geneva (Switzerland).

The language of the arbitration shall be English.

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

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

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

15 - DATA EXCHANGE

15.1 General

In order to improve the Products, their reliability and availability and the Customer services, the Seller has set up a data exchange process based on maintenance and operational data coming from the Customer's helicopters in service. The list of data to be exchanged will be proposed by the Seller when applicable and will be agreed between the Parties in a specific agreement relative to the types of data and applicable exchange modes. The Customer's data will notably consist of:

- o Customer's helicopter data generated by on-board recording systems
- o Customer's information system data, such as maintenance, operation, logistics and airworthiness data.

The Customer hereby authorizes the Seller

- o to collect such Customer's data.
- o to use the data to create processed data (Customer's data which is reconciliated, enriched, qualified and selected by the Seller),
 - for the Seller's and its Customer Centers' use
 - for the Customer's use subject to a specific agreement
- o and to use suitably de-identified and anonymous processed data, which may be used by the Seller for the purposes of, but not limited to, its current business activities such as trend monitoring, benchmarking, data mining, performance calculation, statistical or predictive analysis, data aggregation, report issuance, studies, summaries, analyses, reports or oral discussions thereof.

15.2 Data confidentiality and intellectual property

The Parties agree that any and all Customer's data disclosed by the Customer to the Seller shall be deemed confidential. Nevertheless, after achievement of the de-identification process, the outcome of analysis, studies, statistics, results performed by the Seller and based on such Customer's data are not deemed confidential, therefore the Seller shall be entitled to use in the conditions defined in the foregoing paragraph.

The Seller owns the foreground intellectual property being the result of the analysis, studies or statistics that it has performed.

15.3 Data related liability

Notwithstanding anything to the contrary in the Contract, the Seller shall not be liable toward the Customer in the frame of the analysis of the Customer's data and/or in connection with the Customer's helicopter maintenance, repair and flight operations as a result of the disclosure of confidential information by the Customer to the Seller or as the result of any exchange or analysis of information collected through the process.

16 - MISCELLANEOUS

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

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

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

In the Contract, unless the contrary intention appears:

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

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

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

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

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

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

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

STANDARD CONDITIONS OF SALES

SPECIFIC ANNEX B – CONSULTING SERVICES

B1 – GENERAL

This Specific Annex is applicable to the sale of services such as but not limited to:

- Aviation Regulation Services;
- Maintenance Engineering;
- Logistics;
- Training Services;
- Flight Ops;
- Tool Rental;

performed by the Seller to any Customer.

B2 – SERVICE CONDITIONS

The content and the time schedule of the support services program shall be confirmed in the Quotation.

The technical equipment and tools owned and required by the Seller's technical representatives for the performance of the Services shall remain the property of the Seller. They will be delivered Free Carrier (FCA, INCOTERMS® 2010) at Seller's site. Transportation to the Customer's premises before the technical assistance session may be proposed by Seller, at the Customer's expense. The Customer shall take delivery of the technical equipment and tools and store them in an appropriate place. The Customer shall take out adequate insurance policies in respect of all technical equipment stored in Customer's facility.

The Customer shall provide an office and related office equipment for Seller's staff during their stay.

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

The Seller shall not be held liable by the Customer for any damage to Customer's property during the performance of this support service. Consequently, the Customer waives any claim against the Seller, its personnel and underwriters in connection with the aforesaid possible damage.

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

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

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

AHIS will not be held responsible for the quality of the translation.

The service is subject to quotation and comprehensive terms and conditions must be established jointly prior to the signature of the Contract.

B3 – PURCHASE ORDER / QUOTATION

In case the Order Confirmation is received less than 30 calendar days before the start date of the service, due to higher short-notice costs, AHIS reserves the right to increase the price of the offer with up to 5% for services over 3 months and up to 10% for services under 3 months.

The Customer shall issue for each service provided by the Seller a Purchase Order and send it to the Seller prior to the start date of the service, with the following information, if relevant:

- Purchase Order number
- Reference of the Seller Quotation;
- Type, version and serial number of the Aircraft;
- Description of the work;
- Price;
- Estimated date and time for performing the Service;
- Language and location;
- Invoice address and VAT number.

Services will not start before reception of a relevant Purchase Order.

B4 – INVOICING

AHIS will issue and send invoices to the customer on a monthly basis or at the end of service in case of short term service.

B5 – TERMS OF PAYMENT

All payments shall be made, unless otherwise agreed in writing, via electronic wire transfer from the customer's bank to AHIS designated bank as indicated on each AHIS Invoice or by Airbus group internal payment (CAPIS Code 1286).

The customer shall pay AHIS the invoice amount in Euro (€) or US Dollar (USD) at 30 days from the invoice date.

AHIS reserves the right to apply a late payment charge at the rate of one and a half per cent (1.5%) per month. This late payment charge shall be payable with such late payment.

B6 – AUDITS AND ANALYSIS

AHIS shall not be held responsible by the Customer for any damage sustained to the property of the Customer or by any third party during the performance of Audits and Analysis.

Consequently the Customer waives any claims against AHIS, its personnel and underwriters in connection with the aforesaid possible damage. AHIS will not be responsible for the consequences of the Customer implementing the complete, partial or none of the AHIS Audits and Analysis team's recommendations.

B7 – TRAINING SERVICES

B7.1 – Training courses

The content and the time schedule of the training courses shall be confirmed at the time of the signature of the Contract, upon the Customer's request and depending on AHIS instructor, aircraft and/or simulator availability.

Products, documents and other training media granted during training courses are not part of the official documentation required by the Aviation Authorities and cannot be used in any form for satisfying regulatory obligations.

B7.1.1 – Training location and facilities

AHIS provides training courses in Customer's premises, vendor's premises and any AHIS approved training centre. The Customer organization for training shall comply with the AHIS quality standard to perform such Training Services.

B7.1.2 – Administrative conditions

The Customer shall provide AHIS with a list of the trainees as well as a copy of the passports, no later than thirty (30) calendar days prior to the beginning of the training session. Should the Customer fail to fulfil the administrative conditions before the beginning of the training session, AHIS reserves the right to cancel the Contract and apply the provisions defined under article B9 – Cancellation and anticipated termination.

The AHIS trainee Questionnaire and/or Enrolment Form detailing the background and the professional experience of the trainee will be completed by the Customer and forwarded to AHIS at the same time. It is understood that a copy of the qualifications/diploma for each participant, and for pilots, a copy of medical certificate, will be attached to the Enrolment Form.

Any trainee assigned by the Customer to follow a training session shall have the prerequisite experience and the appropriate qualification as described in the AHIS training courses syllabus provided by AHIS. The Customer shall be responsible for the proficiency level of the trainees. Should the Customer trainee' experience be considered as not complying with the prerequisites, AHIS reserves the right not to deliver the course certificate for the said trainee.

In case of failure to the final qualification tests, the trainee will receive just an attendance certificate.

To obtain a training completion certificate in view of qualification by the relevant Aviation Authority the attendee will have to attend new training courses and pass the qualification tests. Consequently, the Customer will have to order new training courses.

The Customer shall be fully liable for his personnel from the point of view of both injury/damage that they might sustain and that they may cause to third parties.

All living and travelling expenses shall be at Customer's charge.

B7.1.3 – Time planning/ regular attendance

Customer's request for modification in the planning previously agreed with AHIS shall be validated at AHIS discretion. If no agreement can be reached, the provisions defined under article B9 will apply.

Should a trainee be late for or absent from any course of the training session, AHIS will propose another training slot depending on the availability of the helicopter/simulator/instructor at Customer's charge.

Should the Customer refuse to do the additional training session, AHIS reserves the right not to warrant the completion of the full training courses.

B7.2 – Flight Training

Flight training courses shall be performed on a helicopter provided either by AHIS or by the Customer.

Flight training courses shall be carried out under the responsibility of a AHIS pilot acting as pilot in command. The pilot in command retains the right of final acceptance of flight crew members for the flight training activities.

Only personnel strictly necessary for training purposes and duly authorised by AHIS can be on board during the flight training activities. AHIS shall not be responsible for any delay due to bad weather conditions and/or technical failure.

When flight training courses are to be performed on an aircraft provided by the Customer, the Customer shall give to AHIS all support needed to facilitate validation by the relevant Aviation Authorities of the instructor's licence. If this validation is not granted at least one week prior to the beginning of the planned training activities, AHIS reserves the right to cancel said training. In such case provisions for penalty as mentioned in article B9 shall apply.

The Customer undertakes to put the aircraft at AHIS disposal in operational and airworthy conditions required to perform the in-flight training courses. If the Customer fails to comply with this obligation, AHIS reserves the right to claim compensation and damages.

Unless otherwise stated in the Contract, the number of flight hours to be performed on the aircraft provided by the Customer is based on the minimum required to get the expected proficiency level. Should this number of flight hours need to be increased, prolonged usage of the aircraft will be granted by the Customer.

Expenses related to technical assistance, fuel, landing fees and any other tax applicable shall be borne by the Customer.

The aircraft and the Customer's personnel involved in the flight training courses shall be insured by the Customer against risk of damage on ground and during the flight training time frame. Consequently, the Customer waives any claim against AHIS for such damages.

Responsibility of final release to service of the aircraft remains with the Customer. Consequently, the Customer and its insurers waive any claim against AHIS for physical damages to the aircraft and accept to name AHIS as additional insured on its liability coverage. At the time of the

signature of the Contract, the Customer shall provide AHIS with a certificate of insurance containing this special provision.

B8 – TOOL RENTAL

The Seller upon request shall provide the Customer with a list of tools available for rental.

The rental period shall not exceed the duration stated in the Contract from the carrier/forwarder departure date until the return date to the carrier/forwarder. The tools shall be delivered Free Carrier (FCA INCOTERMS® 2010), SDV Site located in Vitrolles. They shall be returned at Customer's expense Delivered Duty Paid (DDP, INCOTERMS® 2010), SDV Vitrolles.

The Customer shall bear all risks of loss or damage to tools and shall take out adequate insurance policies to cover such risk and damage.

On return of tools, a receiving inspection will be performed by the Seller to determine serviceability and that the complete tool/set of tools has been returned. Any tools returned damaged or incomplete shall be repaired/replaced and the costs shall be invoiced to the Customer. The Customer shall issue for each tool rental service an order sent to the Seller with the following information, if relevant:

- Order number
- Type, version and serial number of the aircraft
- Reference of the tool and rental period
- Ship to address and contact
- Invoice address and VAT number

B9 – CANCELLATION AND ANTICIPATED TERMINATION

Any cancellation and anticipated termination of an agreed and confirmed service will need to be received by AHIS in writing from a duly authorised agent of the customer. In case of receipt of such notification the following will apply:

B9.1 – Service under 6 months duration

If the notification of cancellation is received 30 calendar days or less before the confirmed start date of the service, the cancellation fees will be in the amount of one full month of the offer price and any costs incurred by AHIS in the service preparation process.

If the notification of anticipated termination is received after the agreed and confirmed start date of the service, then the anticipated termination fees will be in the amount of two full months of the offer price or the remaining duration of the service, whichever one is shorter.

B9.2 – Service over 6 months duration

If the notification of cancellation is received 30 calendar days or less before the confirmed start date of the service, the cancellation fees will be in the amount of one full month of the offer price and any costs incurred by AHIS in the service preparation process.

If the notification of anticipated termination is received between the agreed and confirmed start date of the service and 8 months from this date, then the anticipated termination fees will be in the amount of two full months of the offer price or the remaining duration of the service, whichever one is shorter.

If the notification of anticipated termination is received after 8 months from the agreed and confirmed start date of the service, then the anticipated termination fees will be in the amount of one full month of the offer price or the remaining duration of the service, whichever one is shorter.

B10 – EXCLUSIONS

The following are excluded from AHIS standard quotations, unless otherwise specified in the offer document:

B10.1 – Holidays

Deployment of personnel for holiday cover is not included in the offer, but can be quoted on request.

In case of services under 3 months, the employee will not take holidays for the duration of the service unless otherwise agreed by the customer and approved by AHIS.

In case of services over 3 months, the employee is contractually entitled to a holiday period pro-rated as per the duration of the service.



The employee will be allowed to take the holiday leave with the prior approval of both the customer and AHIS.

In case of extension of a service from under 3 months to over 3 months, then the over 3 months service conditions will apply.

B10.2 – Specific training for service performance

No specific service related training is included in the offer. It will be quoted separately, on request.

B10.3 – Specific Tooling

No specific tooling (AGE) is included in the offer. It will be quoted separately, on request.

B10.4 – Other travel

No business travel is included in the offer. It will be quoted separately, on request.

B10.5 – Specific software or hardware

A laptop will be provided to the Employee. No specific software or hardware is included in the offer. It will be quoted separately, on request.