

STANDARD CONDITIONS OF SALE - SPECIFIC ANNEX APPLYING TO THE HELICOPTER MAINTENANCE, REPAIR, OVERHAUL, INSPECTION, UPGRADE AND RETROFIT

G1 - GENERAL

This Specific Annex, subject to SCS, is applicable to the sale of Services such as performance of Helicopter maintenance, repair, overhaul, upgrade, retrofit or inspection to be performed by the Seller or by a designated subcontractor.

G2 - PURCHASE ORDERS/QUOTATIONS

The Customer shall issue to the Seller for each service, an Order with the following information:

- Order number
- Type of work
- Price
- Type, version and serial number of the Helicopter
- Applicable Technical Data
- Current configuration and modifications carried out on the Helicopter (incl. STCs)
- Delivery date of need / Delivery date
- Requested release documentation
- Invoice address and VAT number

The Seller shall be bound by its cost estimates, quotations and/or Contracts but shall be entitled to provide supplemental Quotations to the Customer when necessary additional work is identified after the Order Confirmation (e.g. during disassembly, inspection or due to other reasons). For all additional work, the Customer shall notify the Seller of its decision within two (2) working days from the date of submission by the Seller of the proposal pertaining to such extra work. Supplemental Quotation duly signed by the Customer shall constitute the Order Confirmation when received by the Seller.

No additional work that is deemed mandatory by the Seller, in particular to regain airworthiness of the Helicopter, may be refused by the Customer. If the Customer refuses said work, the Seller will not be able to conclude the Contract, and in particular release to service and/or grant airworthiness to the Helicopter, in which case the following paragraph will apply.

Where a Contract cannot be concluded, the Seller may return the Helicopter to the Customer at the Customer's expense. Any costs incurred up to such time, for example due to evaluation, maintaining airworthiness, administration and transport among others, will be invoiced to the Customer.

Unless otherwise specified, the Customer's authorization shall be assumed as given for necessary maintenance or other necessary test flights and ground runs without additional agreement.

The Seller may provide its Service through a subcontractor.

G3 - PROVISION OF SERVICES

G3-1 BFE/CFE

The Customer can provide BFE/CFE parts to the Seller for inclusion in its services if previously agreed with the Seller. The Seller reserves the right to apply a handling charge on BFE/CFE parts. Any delays incurred due to BFE/CFE parts will be added to the agreed TAT / delivery date. The consequences of non-delivery, or late or incomplete delivery, of BFE/CFE parts to be provided by the Customer, or of BFE/CFE parts that do not meet the requirements of the Contract, are at the risk and expense of the Customer, unless the shortcomings can be imputed to the Seller or are caused by force majeure.

The Customer shall provide any documentation required by the Seller, if the said documentation is deemed necessary for the integration of the BFE/CFE parts in the Helicopter and/or for the demonstration of the compliance to the Contract requirements. As well, the appropriate airworthiness documentation must be provided by the Customer.

If the Seller needs to send the BFE/CFE parts to the original equipment manufacturer for any reason such as, but not limited to, modification, unit conversion, software upgrade and so on, if the original equipment manufacturer while performing the service finds necessary to calibrate, repair or whatsoever a BFE/CFE parts to regain airworthiness, this shall be charged to the Customer by the Seller.

The Customer may provide acceptable used parts if the part number is agreed, the appropriate technical and airworthiness documentation is provided and parts are in an economically repairable state. Should these conditions not be met the Seller reserves the right to invoice the Customer for the value of acceptable used parts.

The Seller will have no liability whatsoever in relation with BFE/CFE.

G3-2 Irreparable or unsuitable parts

The Seller will inform the Customer of any parts deemed non-repairable or "beyond economical repair" for a return to service. Such parts will be scrapped thirty (30) days after the Customer has been informed unless the Customer requests said parts to be returned to its facility at its expense. The Customer shall bear the costs of evaluating and scrapping such parts or their transport and administration costs in either case.

G3-3 SB and STC kits

Unless otherwise specified, the kits originated from SB or STC equipment modification are defined on the basis of the "as-delivered" configuration (i.e. the configuration of the Helicopter at the time of transfer of title to the original customer). For any deviation of the actual configuration that requires the amendment of the SB or the STC installation, the instruction shall be charged to the Customer on a time and material basis.

Unless otherwise specified, the STC is sold to the Customer with the certification(s) as listed in the catalog and specified in the offer. It is the responsibility of the Customer to make sure that such certification(s) is(are) acceptable by its competent airworthiness authority before the installation of the kit. The Seller will provide all reasonable support to the Customer for the additional certification or validation of the existing certification(s) at the latter's sole expense on a time and material basis.

The STC holder of the Product shall keep full responsibility for its own Product type design definition (configuration, definition, necessary changes and continuing airworthiness).

In case of STC required by the Customer, the Seller does not warrant the compatibility of the STC with future mandatory or non-mandatory modifications.

G4 - HANDOVER AND DELIVERY TO THE CUSTOMER

G4-1 Handover of Helicopter and Parts to Seller

The Customer shall send the Helicopter logcards and component history data duly completed and certified in due time prior to the arrival of the Helicopter at the Seller's or subcontractor's site. Late delivery of these documents can lead to an excusable delay and additional expenses.

Prior to Helicopter handover to the Seller, the Customer shall remove or inhibit any optional system fitted on the Helicopter that is not recognized by the Seller (in certain cases, these operations may be performed by the Customer when handing over the Helicopter). The Customer shall notify all modifications done on the Helicopter after the first delivery of the Helicopter.

Helicopter systems and Parts sent to the Seller for repair, inspection, upgrade, retrofit or overhaul shall be shipped by the Customer in adequate wrapping and under Delivered Duty Paid (DDP) Incoterms® 2020 to the Seller's or subcontractor's site.

The Helicopter shall be handed over by the Customer at the Seller's or subcontractor's facilities in airworthiness condition with its complete and updated documentation and flight manual, in English and all of its equipment in serviceable condition. All components followed on using up (TBO, SLL, OTL) should have enough potential to release the Service and for the release into service of the Helicopter.

If the Customer does not provide the Helicopter in its complete configuration, a list of missing items will be established and appended to the acceptance report. Consequently, the maintenance tasks required by the Seller's master servicing manual on these installations or components will not be applied by the Seller. However these missing items should modify neither the airworthiness of the equipment, nor the safety of the flights. If the Customer is not able to fulfil these pre-requisite conditions, an agreement between the two Parties should be found through an over and above procedure.

A handover acceptance report shall be signed by both Parties upon the handover of the Helicopter. Through this document, the Customer shall notably commit to having complied with alert SBs released up to that date and with the Seller's approved modifications. The Seller will perform an inventory at the arrival of the Helicopter that will be signed by both Parties. This inventory will be appended to the Helicopter handover acceptance report.

At the Seller's request, and for test flight execution, the Customer can be requested to temporarily suspend its registration mark in order to allow the Seller "permit to fly" deliverance provided by its aviation authority. The Customer can also be requested to obtain approval of the civil licenses of the Seller's pilots by its aviation authority. In case of objection, any additional costs and/or delays will be charged to the Customer.

As from handover up to re-delivery of the Helicopter to the Customer in accordance with § G4-2 below:

- the Seller shall effect and maintain, at its own cost, for the Helicopter and Parts a hangarkeeper liability insurance coverage for an amount not less than the agreed value of the Helicopter or the replacement value of the Parts under the care, custody or control of the Seller;
- the Customer shall effect and maintain, at its own cost, for the Helicopter and Parts:
 - Aviation legal liability insurance including aircraft third party, passenger, baggage, cargo, mail and general third party legal liability insurance (including war and allied risks in accordance with AVN52E) for a combined single limit of not less than the limit a prudent helicopter operator will maintain for similar activities and/or similar types of helicopter. The Customer shall cause the Seller to be named as additional insured;
 - a hull all risks/ spare all risks including war risks and allied perils insurance coverage (LSW555D or equivalent) in respect of the Helicopter and Parts The Customer shall require such hull insurers to waive any and all rights of subrogation that such insurers may or could have against the Seller, its officers, agents and employees by virtue of such insurance contracts for any loss, damage or destruction of the Helicopter and Parts occurring while in the Seller's care, custody or control except such loss, damage or destruction is caused by the negligence on the part of the Seller, its officers and employees.

Any applicable deductible shall be borne by the Customer with respect to the above policies. Customer shall furnish to the Seller, prior to the start of any Services, a certificate of insurance compliant with the above provisions and certifying that such policies have been endorsed as follows: (i) the Customer's policies shall be primary and non-contributory to any insurance maintained by Seller; (ii) the Customer's policies shall contain a severability of interest clause; (iii) such insurance shall not become ineffective, cancelled, or coverage decreased or materially changed in a manner adverse to the additional insured including non-payment of premium by the giving of not less than thirty (30) days' notice in writing to the Seller (seven (7) days or such lesser period as maybe customarily available in respect of war and allied risks).

G4-2 Delivery to the Customer

Adherence to the delivery date is subject to additional lead time due to potential additional works.

Helicopter and Parts shall be delivered Free Carrier (FCA) Incoterms® 2020 at the Seller's or subcontractor's site.

Acceptance shall take place within five (5) working days after notification of the completion of Services.

A delivery acceptance report shall be signed by both Parties.

If a Customer's acceptance flight is necessary, it will be limited to the standard Seller's acceptance flight (around one (1) to two (2) flight hour(s) maximum depending on the Helicopter version).

The Seller is entitled to store the Helicopter or Parts and to invoice mooring and storage costs. Storage may be outside of a hangar. Resulting costs must be paid prior to delivery. The Seller may only be held liable for damage incurred during mooring and storage in cases of gross negligence or willful misconduct.

G5 - PAYMENTS TERMS

For any Order exceeding two hundred thousand (200,000) Euros, the Customer shall perform the following payments:

- An initial down payment of thirty (30) per cent of the contractual amount no later than fifteen (15) calendar days after the Order Confirmation.
 - If the total contract amount exceeds five hundred thousand (500,000) Euros or the contract duration is more than four (4) months:
 - A first intermediate payment of twenty (20) per cent at Helicopter arrival;
 - A second intermediate payment of thirty (30) per cent at the start of functional tests.
 - The balance of the total contractual amount at the time of the acceptance of the Service and prior to Helicopter delivery.

Otherwise, full payment shall be made at the time of acceptance of the Service and prior to Helicopter delivery.

Additional works shall be subject to separate payments as follows:

- An initial down payment of thirty (30) per cent of the amount of the said over and above works no later than fifteen (15) calendar days after the said over and above works Order Confirmation,
- The balance of the total contractual amount of the said over and above works at the time of the completion of the said additional works and in any case prior to Helicopter delivery.

G6 - AIRWORTHINESS

For maintenance, repair and overhaul services, official recognition that the Service has satisfied the quality assurance procedures is attested by the issuance of the certificate of release to service (as mentioned in Part 145 regulations).

The release applies to all maintenance tasks listed in the respective maintenance work report. It certifies that the work specified was carried out in accordance with the applicable 145 regulation for which the Seller and/or its subcontractor is approved, unless otherwise specified, and that the Helicopter is considered ready for release to service with respect to that work.

The Seller warrants the application of the instructions and directives specified in the Technical Data which may be supplemented by Customer's requests provided they don't conflict with the Technical Data and the applicable regulation.

If some Parts are declared as non-airworthy by the Seller and returned to the Customer, the Seller waives all liability on said Parts which shall be scrapped under Customer's responsibility and expenses. In such case and without any formal request from the Customer in the repair Order or any other documents considered as contractual, said Parts will be recorded and identified as unserviceable by the Seller according to the Seller's applicable procedures (record of the scrapped Part in the Seller's database, identification of the Parts through "unserviceable" tag and identification of the Parts with a triangle scrapping mark when possible).

All imperative or mandatory modifications as mentioned in the Technical Data will be systematically applied at Customer's charge. All necessary work to ensure continuous airworthiness of the Parts will be systematically applied by the Seller at Customer's expense. If the Customer formally requires not applying some applicable airworthiness directives of a Part, the Seller will deliver the said Part only with a Certificate of Conformity but without granting airworthiness.