

STANDARD CONDITIONS OF SALE - SPECIFIC ANNEX APPLYING TO THE SALE OF NEW HELICOPTERS AND ASSOCIATED SERVICES

A1 - GENERAL

This Specific Annex, subject to SCS, is applicable to the sale of all types of new Helicopters and optional equipment, Spare Parts, tools, other equipment, documentation, technology, data, software and services provided to the Customer with the Helicopter(s).

A2 - DELIVERY

A2-1 Incoterms

Products shall be delivered Free Carrier (FCA) Incoterms® 2020 at the Seller's facility specified in the relevant Purchase Order, in fly-away condition, unpacked and tanks empty. If no facility is specified, delivery shall be FCA Seller's facility in Marignane for Airbus Helicopters (except for ACH130 in Aston Martin configuration: FCA Airbus Helicopters' facility in Oxford) and FCA Seller's facility in Donauwörth for Airbus Helicopters Deutschland GmbH.

A2-2 Delivery time

Products and associated Services shall be delivered in accordance with the contractual delivery schedule.

A3 - TRAINING AND TECHNICAL ASSISTANCE

A3-1 Training

A3-1-1 General

The Seller shall provide at no additional cost pilot and technician training for each Helicopter delivered under the conditions stipulated in articles A3-1-2 and A3-1-3 below. These training sessions may be organized by the Seller or an approved and certified Customer Centre or sub-contractor, and will be conducted at the location designated by the Seller.

This training shall be completed at the latest as follows:

- For the pilots: at the time of delivery of the last Helicopter to the Customer under the Contract.
- For the technicians: no later than six (6) months after delivery of the last Helicopter to the Customer under the Contract.

The schedule and dates of the courses will be mutually agreed upon no later than three (3) months prior to delivery of the first Helicopter to the Customer or at the date of the signature of the Contract if the delivery time is less than three (3) months.

The Customer shall lose the benefit of this training if it fails to send its personnel at the date agreed upon with the Seller according to the above-mentioned deadlines. If the Customer decides not to fully or partially take part in the training, no credit will be granted by the Seller.

This training is granted to the Customer personally and can not be transferred or assigned to any third party.

The following expenses shall be borne by the Customer:

- Coverage of ground and in-flight risks incurred by its personnel and risks arising from the civil liability of its personnel,
- Travelling expenses from the Customer's location to the place of training and back,
- Living and travelling expenses in the country where the training takes place.

Training services as defined in articles A3-1-2 and A3-1-3 hereunder can be rendered only to pilots and technicians meeting specific pre-requisites, notably in terms of experience and qualification, as described in the Seller's training syllabus (hereinafter referred to as "Training Syllabus") made available to the Customer by the Seller prior to the signature of the Contract, upon request.

The Customer shall be responsible for the compliance by the trainees of the pre-requisites relevant to the courses applied for. Personal information required from the Customer's representatives in order to be granted access to the Seller's premises shall be forwarded by the Customer to the Seller at least four (4) weeks prior to their date of arrival. The registration of each trainee will be done in preference using the "on line" form before entering the course. The Seller reserves the right to refuse to train any pilot or technician not meeting one or more of those here-above described requirements or to provide additional training and/or professional translation services as required, at prevailing rates.

Except in case of gross negligence or wilful misconduct of the Seller, when the Customer is at the Seller's facilities, the Customer shall be fully responsible for:

- the damages suffered by its personnel,
- the damages, losses, injury or death of any person (including but not limited to the Seller's employees) and for loss of or damage to any property (including but not limited to the Seller's property or third party's property under the Seller's custody) caused by the personnel of the Customer.

The Customer shall maintain for these purposes the associated insurance coverage.

Reasonable insurance coverage of risks arising from Training will be included in the Seller's insurance policy. During Training flights and technical Training, except in case of wilful misconduct or gross negligence of the Customer, the Seller shall effect and maintain an insurance coverage to cover on ground and during the flight time frame:

- all property damage to the Products, all damages, losses, injury or death of any person, including but not limited to passengers for the purpose of the Training flights, except the personnel of the Customer, and any loss or damage to any property,
- the Seller's personnel.

The Seller may provide the certificate of insurance to the Customer at its request.

A3-1-2 Pilot training

The Seller will provide theoretical and practical training as set up in the relevant type rating course published by the Seller. Depending on pilots' prior experience and qualifications, training will be delivered in accordance with the appropriate "difference" course.

The training provided for H125, H130, H135 and H145 Helicopters will be an initial type rating for single pilot Visual Flight Rules (VFR) operation. The training provided for H160, H175, H215 and H225 Helicopters, will be an additional type rating for Instrumental Flight Rules (IFR) operation if the pilots are already IFR qualified; if not, the training will be limited to VFR. The additional type rating course provides the knowledge and skills necessary to acquire a new type rating on another helicopter type on the same group (single engine turbine or multi-engine turbine) on which the pilot is currently rated.

Should an initial type rating course or additional modules such as multi-engine one be required, the cost difference between the additional type rating course and the initial type rating course or the additional module(s) shall be borne by the Customer.

Training will be delivered to pilots holding a valid helicopter license (Part FCL or equivalent) and a valid flying medical certificate.

The training will be provided in English, unless otherwise agreed in the Contract. Training will be delivered to pilots which are fluent in English (International Civil Aviation Organisation Level 4 as a minimum) or in the chosen language of the courses. Should the need for an interpreter arise not later than six (6) months prior to delivery of the first Helicopter to the Customer, the costs of the said interpreter shall then be borne by the Customer, as well as the related costs if the course duration has to be extended.

The training provided under the rules mentioned here above includes the following for the respective Helicopter purchased:

- Single engine Helicopters
 - Single pilot VFR type rating for one (1) pilot.
Approximately six (6) days in duration including up to six (6) flight hours.
- H135 and H145
 - Single pilot VFR type rating for two (2) pilots^(*).
Approximately eighteen (18) days in duration including, per pilot, up to eight (8) hours on simulator and four (4) flight hours.
- H160
 - Type rating – IFR - multi pilot - multi engine turbine - for two (2) pilots^(*).
Approximately five (5) weeks in duration including, per pilot, up to twelve (12) hours on simulator and five (5) flight hours.
- H175
 - Type rating - IFR - multi pilot - multi engine turbine - for two (2) pilots^(*).
Approximately five (5) weeks in duration including, per pilot, up to fourteen and a half (14.5) hours on simulator and five (5) flight hours.
- H215
 - Single pilot VFR type rating with multi pilot IFR extension training for two (2) pilots^(*).
Approximately four (4) weeks in duration including, per pilot, up to eight (8) hours on simulator and ten (10) flight hours.
- H225
 - Single pilot VFR type rating with multi pilot IFR extension training for two (2) pilots^(*).
Approximately five (5) weeks in duration including, per pilot, up to eighteen and a half (18,5) hours on simulator and six and a half (6,5) flight hours.

^(*) the two (2) pilots will attend the same ground course; if the Customer purchases more than one (1) Helicopter of the same type, the Seller will propose an optimisation of the ground course attendance.

For training planned with simulation, if a flight simulator is not available and/or simulator training is not in accordance with the regulations of Customer's national civil aviation authorities, simulator flight hours will be replaced by Helicopter flight hours for a specific duration.

Flight training shall be performed on the Helicopter(s) purchased by the Customer following the acceptance and the transfer of ownership. These flights will be conducted under the responsibility of a Seller's pilot acting as pilot in command. Nevertheless, the Seller shall be liable except in case of gross negligence or wilful misconduct of the Customer.

During the flight training conversion performed at the Seller's premises, the Seller will be in charge of the fuel provisioning, landing fees and O level maintenance operations on the Helicopter, and all further maintenance operations shall be the responsibility of the Customer. Any spares used during the training flights and not covered by the warranty will be invoiced to the Customer.

A3-1-3 Technician training

The Seller will organize a ground training course for Customer's confirmed technicians and depending on the number and type of Helicopters purchased as follows:

- Single engine Helicopters
 - Airframe type rating training for one (1) maintenance technician; approximately three (3) weeks in duration.
- H135 or H145
 - Airframe type rating training for two (2)^(*) maintenance technician; approximately five (5) weeks in duration.
 - Avionics type rating training for one (1) maintenance technician; approximately four (4) weeks in duration.
- H160, H175, H215 or H225
 - Airframe type rating training for two (2)^(*) maintenance technician; approximately five (5) weeks in duration.
 - Avionics type rating training for one (1) maintenance technician; approximately five (5) weeks in duration.

^(*) in the same course; if the Customer purchases more than one (1) Helicopter of the same type, the Seller will propose an optimisation of the ground course attendance.

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The training will be provided in English, unless otherwise agreed in the Contract. The training will be provided to Customer's technicians proficient and fluent in the chosen language of the courses (Test of English for International Communication (TOEIC): score of 605-780 recommended, score of 405-600 required as a minimum, or equivalent). Should the need for an interpreter arise not later than six (6) months prior to delivery of the first Helicopter to the Customer, the costs of the said interpreter shall then be borne by the Customer, as well as the related costs if the course duration has to be extended.

The engine training for the Customer's airframe technicians will be provided under similar conditions for one (1) maintenance technician per Helicopter engine for a period of approximately five (5) additional days in duration at one of the following locations:

- For Safran Helicopter Engines' engines: at the Tarnos school in France or at any Safran Helicopter Engines approved or affiliated training centre.
- For Pratt & Whitney engines: at any Pratt & Whitney approved training centre, provided such facility is EASA part 147 approved and compliant to any civil specific requirement.

A3-2 On site Technical Assistance - Secondment of the Seller's personnel

To complement its training and assist the Customer during the initial period of operation of the Helicopters, the Seller agrees to provide, at no additional cost and at a date to be agreed upon, per Helicopter ordered:

- For the H125, H130, H135 and H145 Helicopters: one (1) factory trained technical representative for a total duration of two (2) man-weeks
- For the H160 and H175 Helicopters: one (1) factory trained technical representative for a total duration of four (4) man-weeks
- For the H215 and H225 Helicopters: one (1) factory trained technical representative for a total duration of eight (8) man-weeks

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

This on-site support shall be provided at the Customer's choice:

- Either at the time of the first basic inspection, or
- At any given time chosen by the Customer, but no later than fifteen (15) months after acceptance of the last Helicopter delivered to the Customer under the Contract.

If the Customer fails to avail itself of this service within the time limits outlined above, it shall lose the benefit of this service.

If the Customer decides not to take full or partial benefit of the technical assistance, no credit will be granted by the Seller.

This technical assistance is granted to the Customer personally and can not be transferred or assigned to any third party.

The following expenses for the on-site support technical representatives shall be borne by the Customer:

- Travelling expenses to the Customer's location and back,
- Transport expenses within the Customer's country when on duty, including travel expenses from their place of residence to their place of work and back.

Reasonable insurance coverage of risks arising from this technical assistance will be included in the Seller's insurance policy. The Seller may provide the certificate of insurance to the Customer at its request.

A4 - TECHNICAL DATA

A4-1 Initial Technical Data

The Seller provides the Customer with the following Technical Data at the delivery of the Helicopter:

- At no additional costs as long as the Helicopter is in operation:
 - An interactive electronic support O.R.I.O.N. (Optimized Reader for Internet and Other Networks) with the documentation necessary for the maintenance of the Helicopter and for the identification of parts for operation and routine servicing, for each Helicopter delivered to the Customer. The Customer has

access through e-TechData on Airbus Helicopters' Customer portal. to:

- O.R.I.O.N. Online for reading only
- O.R.I.O.N. Offline for download

- One (1) hard copy of the Flight Manual, for each Helicopter delivered to the Customer except H160 one for which an electronic Flight Manual for each H160 Helicopter will be delivered to the Customer.

The Flight Manual shall be consistent with the agreed configuration of the Helicopter delivered to the Customer.

- An access to Technical Information Publication on Internet (T.I.P.I.) for:
 - The Service Bulletins;
 - The Master Servicing Manual and the Maintenance Review Board Report (if applicable).

- An access to eDynamic Trouble Shooting (eDTS) for Helionix® equipped Helicopter.

- At no additional cost for three (3) years:

- The Customer has access to the Technical Data through e-TechData on Airbus Helicopters' Customer portal to an electronic support of the Component Maintenance Manual (CMM online) with the documentation necessary for the maintenance of the components installed on the Customer's Helicopter and for which the suppliers have granted copyrights to the Seller, for each Helicopter delivered to the Customer.

The Technical Data are initially provided at the latest available revision level. Customization of the Technical Data due to new equipment or installations specific to the Customer may be provided on a different format on a temporary basis for maintenance TechData and/or for identification TechData respectively up to four (4) months and eight (8) to nine (9) months, but no later than twelve (12) months after delivery of the first Helicopter to the Customer.

The Seller reserves the right to change the support (media) of the Technical Data in particular depending on technological developments.

Technical Data of the Customer's Helicopter shall be provided by the Seller in English.

These Technical Data are granted to the Customer personally and can not be transferred or assigned to any third party.

Technical publication for engines will be provided directly by the engine manufacturer upon each Helicopter delivery, the benefits of which the Seller hereby assigns to the Customer which hereby acknowledges and accepts such assignment.

- For Safran Helicopter Engines' engine(s), the initial technical publication will be provided free of charge through web access^(*). Engine manufacturer's technical publication for H160 Helicopter is electronic and interactive; interconnected with the Seller's interactive electronic Technical Data, it will be nevertheless also provided directly by Safran Helicopter Engines.
- For Pratt & Whitney's engine(s) the initial technical publication will be provided free of charge through web access^(*).

^(*) Should hard copies be requested, it will be charged to the Customer by the relevant engine manufacturer if available.

The Seller provides the Customer, at no additional costs per delivered Helionix® equipped Helicopter, H215 or H225 Helicopter, with an as delivered configuration data pack to ease the initialization of Customer's maintenance information system. The data pack will be delivered in standard electronic format. The Seller will choose the electronic format(s) at its sole option and may change from time to time.

A4-2 Updates

The Seller shall supply at no additional cost and as long as the Helicopter is in operation, the updates of O.R.I.O.N. online (and offline for download) and of the Flight Manual.

The master servicing manual, the maintenance review board report (if applicable) and the SBs will be updated on the Seller's current website.

The Seller reserves the right to change the support (media) of the updates of the Technical Data in particular depending on technological developments.

In order for the Seller to be in a position to fulfil its obligations, the Customer undertakes to notify the Seller of any change either in the Customer's address or in the owner's name if the Helicopter has been sold in the interim; in this latter case, the Seller is entitled to apply an entrance fee to be paid by the new owner.

The Seller also hereby assigns engine technical publication updates to the Customer:

- For Safran Helicopter Engines' engine(s) the technical publication delivered with each Helicopter is updated at no additional cost by Safran Helicopter Engines through web access^(*) for an unlimited period of time after the delivery of each Helicopter to the Customer.
- For Pratt & Whitney's engine(s) the technical publication delivered with each Helicopter is updated at no additional cost by Pratt & Whitney through web access^(*) for a period of two (2) years for the H135 Helicopters and of five (5) years for the H175 Helicopters after the delivery of each Helicopter to the Customer.

^(*) in case of hard copies, the updates will be charged to the Customer by the relevant engine manufacturer if available.

A5 - SOFTWARE AS A SERVICE AND ASSOCIATED SUBSCRIPTIONS

The Seller provides the Customer at no additional costs with a package of one (1) year subscriptions to the following Services, as available depending on the helicopter's type:

- Flight analyser per delivered Helicopter
 - Flight Perfo apps (*) per delivered Helicopter
- (*) included in the flight manual for the H160 Helicopter.

For any SaaS, the Customer hereby acknowledges and agrees that the Customer and the SaaS users shall abide by the General Conditions of Use (GCU) of the SaaS. The Customer shall also ensure that all SaaS users comply with the relevant GCU, available to the Customer by the Seller upon request and downloadable in their latest version from the application.

Should the Customer wish to delegate to a third party the access to the SaaS, the Customer shall ask in writing an authorization that the Seller may accept or refuse at its sole discretion.

SaaS will be provided in English and is designed to perform the services as described in the service specification, available to the Customer by the Seller upon request.

Data loaded via the SaaS are hosted on a cloud. The conditions of the data access and protection are described in the GCU of the SaaS. The Customer declares to be fully aware of and authorizes expressly the Seller to store its Data on the cloud and also on secured data platform. Customer's data integrity is warranted as defined in the applicable conditions of the Seller's cloud service provider(s) available on the Seller's website when acceding to the SaaS. The Customer undertakes to comply with the terms and conditions of the services provided by the Seller through its cloud provider(s). The Seller will choose the cloud provider(s) at its sole option and may change from time to time.

The Customer remains solely and exclusively responsible for the Customer's data exchanged. The Customer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure that none of the Customer's data exchanged contravene public policy and that they are free from any virus, Trojan horse or the like.

A6 - GRADUATION OF THE INSTRUMENTS, MARKINGS AND EXTERIOR FINISH

A6-1 Graduation of the instruments

The flight instruments shall be graduated in either metric or English units as stipulated in the Contract and depending on the choices offered in the Seller's corresponding Helicopter type specification for the ordered Helicopter.

A6-2 Markings

Unless otherwise stated in the corresponding Helicopter type specification, the markings made on the interior and exterior identification plates and tags are proposed:

- o In English for all Helicopters, or
- o In French for Helicopters manufactured by Airbus Helicopters, or
- o In German for Helicopters manufactured by Airbus Helicopters Deutschland GmbH.

The Customer shall provide instructions to the Seller upon signature of the Contract.

A6-3 Exterior finish and interior upholstery

Detailed instructions concerning:

- o The external paint scheme of the airframe,
- o The colours of the interior upholstery and if necessary, the selected type of upholstery,

shall be provided to the Seller at the latest one (1) month after signature of the Contract, based on samples provided by the Seller.

A6-4 National emblems and registration

At Customer's request National emblems and/or registrations can be painted by the Seller on the airframe prior to delivery. In such a case, the Customer shall be required to provide detailed instructions with the paint scheme at the latest one (1) month after signature of the Contract.

The Customer shall be liable for and hold the Seller harmless against any infringement of third party rights in the provision of instructions regarding emblems, markings, signs or registration.

A7 - STC ON HELICOPTER

For the specific equipment with a STC mentioned in the Contract, the Seller shall be responsible for the integration of such equipment on the Helicopter and the third party STC holder of the product shall retain full responsibility for the type design definition of its own products (configuration, definition, necessary changes and continuing airworthiness).