

General Terms and Conditions

of AERO Assist VoF., registered at the Chamber of Commerce under no. 67733557.

In these General Terms and Conditions the following terms have the meaning indicated, unless expressly indicated otherwise:

Customer: the counterparty of AERO Assist
Agreement: the Agreement between Customer and AERO Assist
Parties: The parties to the Agreement between Customer and AERO Assist

1 SCOPE OF APPLICATION

- 1.1. The General Terms and Conditions set out hereinafter apply, unless specified otherwise, to all offers, Agreements and work performed upon aircraft or parts thereof (inspection, engineering calculations, maintenance and overhaul, repairs, modifications) and to all connected Agreements which AERO Assist B.V. shall carry out itself or delegate to third parties.
- 1.2. Each of AERO Assist's operations shall be deemed to be a separate, independent Agreement under the present General Terms and Conditions. Commitments entered into by AERO Assist shall be binding only with respect to AERO Assist itself, not to any affiliate or group company.
- 1.3. Should conditions in the General Terms and Conditions of AERO Assist and the General and Terms Conditions of the Customer be incompatible, the General Terms and Conditions of AERO Assist will prevail.
- 1.4. Should one or more conditions in these General Terms and Conditions appear to be void or made void, the other conditions will remain in place. Customer and AERO Assist will then consult each other in order to agree on new conditions to replace the conditions that are or have been made void, taking into account as much as possible the objectives of the original conditions.
- 1.5. AERO Assist may alter these General Terms and Conditions. Those alterations shall also apply on Agreements that were already made on the moment the alteration takes place, on the condition that the Customer has been given notice of these alterations Should the Customer not accept these alterations, it must notify AERO Assist in writing, in which case the existing Agreements will be executed under the old General Terms and Conditions. New Agreements will be governed by the new General Terms and Conditions.

2 OFFERS

- 2.1. All verbal or written offers are free of obligations, unless a limited period for acceptance has been mentioned in the offer.
- 2.2. Contracts and orders from and acceptance by the Customer are regarded as an offer to AERO Assist and are irrevocable.
- 2.3. The Agreement between parties takes effect at the time of its written confirmation by AERO Assist, or at the time when AERO Assist starts to implement the Agreement.
- 2.4. Cost estimates shall be binding only when submitted in writing and explicitly designated in the text to be binding.

3 SCOPE OF ORDER

- 3.1. AERO Assist shall execute the Agreement according to its best capacities, knowledge and according to the standards of best practice.
- 3.2. Each order shall be deemed to contain an authorization of AERO Assist without specific approval by the Customer to carry out or cause to be carried out all such work as shall be necessary for testing the object to which the order refers, with the exception of test flights.
- 3.3. In case the order includes the execution of scheduled or unscheduled maintenance, testing or modification work, it shall always cover all such work and testing as shall be deemed necessary by the responsible inspector of AERO Assist to maintain or restore an aircraft's airworthiness.
- 3.4. AERO Assist shall be authorized to delegate any work ordered by a Customer to a third party without previously notifying the Customer or obtaining specific consent of the same.

4 ADJUSTMENT OF AGREEMENT

- 4.1. If, during execution of the Agreement, it appears necessary to change or supplement the Agreement, the parties will, in due time and in consultation with each other, adjust the Agreement accordingly.
- 4.2. If the parties agree that the Agreement is to be changed or supplemented, AERO Assist is entitled to adjust the price, the manner and term of execution accordingly.
- 4.3. If the adjustment of the Agreement has financial consequences or consequences regarding the quality of the work to be done, AERO Assist shall inform Customer accordingly.
- 4.4. In deviation of the former articles, AERO Assist shall not charge any extra costs if the adjustment of the Agreement is the result of circumstances that must be attributed to AERO Assist.
- 4.5. Without prior written approval by AERO Assist, the Customer shall not be entitled to assign any rights and liabilities from any Agreement to any third party.

5 PRICES

- 5.1. Prices fixed under contract shall refer exclusively to such work and supplies as are agreed upon in writing. Work not provided for in the contract or relevant confirmation of order shall be charged for separately on the basis of the standard rates, which apply on the date on which the contract takes effect.
- 5.2. If no fixed price is agreed upon, AERO Assist shall apply the prices it currently charges for the type of work involved.
- 5.3. All prices shall be net ex-works (or ex performance site). Subcontractor price increases, foreign exchange rate fluctuations, import duties, taxes or other charges augmenting AERO Assist cost price shall be borne by the Customer if they occur subsequently to the dispatch of confirmation of order.
- 5.4. Prices are exclusive of VAT, custom duties and other government levies.
- 5.5. Unless agreed otherwise in writing, AERO Assist may, amongst others adjust the price if between the moment the offer was submitted and the moment of execution of the Agreement, significant changes in prices have happened regarding for instance subcontractor prices, exchange rates, wages, raw materials, half fabricate, import duties, taxes.
- 5.6. If the Customer purchases components required for maintenance work by AERO Assist directly and delivers these parts for installation, AERO Assist is entitled to charge 10% of the market value of such components for handling, but no more than Euro 3500.-- per component.

6 TERMS OF PAYMENT

- 6.1. Payment must be effected within the term indicated on the invoices or in the Agreement, in a way and in a currency indicated by AERO Assist. Should no term of payment be indicated, the term of payment will be 14 days after the date of the invoice.
- 6.2. AERO Assist shall be entitled at any time to demand partial or full payment either in advance or at the time of order fulfillment.
- 6.3. In case AERO Assist makes no use of this right, the terms of payment specified on the acceptance form / invoice, which shall form an integral part of the present General Terms and Conditions, shall apply. Payment shall be due on the dates fixed even in the event of delivery postponement by Customer. The Customer shall not be entitled under any circumstances to withhold payment or set-off payments against (alleged) claims of its own or from third parties.
- 6.4. Complaints concerning invoices shall be submitted in writing and within ten days of the receipt of invoice. Complaints may alternatively be made by telex or telefax. If no complaint is received within ten days, invoices shall be deemed having been accepted.
- 6.5. Payments shall be made in cash without any deduction whatsoever. AERO Assist shall not be obliged to accept credit cards, cheques, bills of exchange or money orders. In case of acceptance of the same, such payments shall not be considered having been effected until the date of crediting to AERO Assist for free disposal by the latter.
- 6.6. Should Customer remain in default with payment, it will automatically be in legal default. Customer shall be due an interest of 2% per month, unless statutory interest of 6:119a of the Dutch Civil Code is higher, in which case that statutory interest will apply. The interest will be charged from the moment Customer is in default until the moment of payment of the total sum due.
- 6.7. In case of (intended) liquidation, (application for) bankruptcy or other forms of insolvency by Customer, or in case a substantial part of Customer's means have been attached without this attachment being lifted within a reasonable term, the claims of AERO Assist are fully and immediately due and Customer is deemed to be in default.
- 6.8. AERO Assist has a right to administrate payments from Customer as payments firstly on costs, secondly on interest due and lastly on accruing interest and the main amount of the claim.

7 WORK DEADLINES

- 7.1. No deadlines shall apply unless expressly confirmed in writing. Any completion and/or delivery deadlines shall be void if the Customer fails to meet any of its contractual obligations, in particular the due and timely delivery of the object of order including keys, aircraft papers, etc., the settlement of technical questions, the remittance of advance payments demanded by AERO Assist, etc. If this is the case, appropriate delays shall be specified by AERO Assist at its discretion. The same applies in case of force majeure, unforeseeable events such as lack of spare parts, dislocation of operations, strikes, lockouts, etc.
- 7.2. In case of non-compliance on AERO Assist's part with a binding deadline, the Customer shall not unreasonably withhold consent as to any request for an extension. In case such extension is not met, Customer shall have a right to withdraw from the contract by written statement after paying full compensation for the work already performed by AERO Assist. The Customer shall have a claim to damages only in case of deliberate acts or gross negligence by AERO Assist.

8 EXCHANGE AND LOANED PARTS

- 8.1. Exchange basis: If the Customer is supplied with exchange parts, it shall return the core parts to AERO Assist within 10 days of the receipt of such exchange parts. The costs of exchange shall be determined in advance by the manufacturer of the parts by AERO Assist. If the expense of repairing the returned core parts exceeds the cost of the exchange, the Customer shall be charged with the difference by supplementary invoice. If for any reason whatsoever the Customer returns a part remitted to it by AERO Assist without having used it, such part shall only be accepted if serviceable upon arrival at AERO Assist. The Customer shall in addition be charged with a restocking fee and recertification charge of 10% of the part's current list price. If a returned part is found to be defective, the Customer shall be charged with the cost of repairing it by supplementary invoice. If the part is beyond repair, the Customer shall be debited with the full sales price.
- 8.2. Loan basis: as far as loaned parts are concerned, those shall be returned serviceable in any event. If such is not the case, the repair costs or, if repairs are not cost effective, the replacement cost of loaned parts shall be charged to the Customer.

9 ACCEPTANCE BY CUSTOMER

- 9.1. The Customer or its representative shall be deemed to have accepted the subject of order upon taking delivery of the same. Delivery shall be effected at the place of work performance. AERO Assist shall not be obliged to verify the authorization of the person taking delivery.
- 9.2. Shipment of the subject of order to Customer, including temporary storage of the same en route or at destination, shall be entirely at risk and to account of Customer.
- 9.3. The Customer shall be deemed to be in default if it fails to take delivery of the subject of the order within three days of being notified of the completion of the work against payment of invoice. Upon expiry of this delay AERO Assist shall be entitled to invoice the customary storage charges. In addition, AERO Assist shall have the right to store the subject of the order, at Customer's expense and risk, outside the hangar, workshops and tarmac areas under its control.

10 RIGHT OF LIEN

- 10.1. In respect of all claims, whether due or not, resulting from contractual relations with its Customers, AERO Assist shall have, in addition to its right of retention, a right of lien (as meant in article 3:236 of the Dutch Civil Code) to such objects in its possession as are the property of its Customers, independently of the Customer's proprietary rights. AERO Assist shall be entitled to enforce such right of lien for the purpose of securing any of its claims against Customers, including claims resulting from prior business relations with the Customer concerned.
- 10.2. In case of default on the Customer's side, the right of lien shall entitle AERO Assist to sell the objects under lien in the manners as set out in the Dutch Civil Code.

11 WARRANTY

- 11.1. AERO Assist shall issue a warranty guaranteeing the proper execution of work paid for and the flawless condition of newly installed parts according to the latest state of technology. In any event, only new parts showing faulty materials or manufacturing deficiencies shall be replaced. Shipping expenses for parts covered by the warranty shall be borne by the Customer.
- 11.2. The warranty shall cover the repair or replacement of faulty work or defective parts up to a maximum amount not exceeding the total sum of the relevant invoice. The warranty shall not extend to other claims as foreseen in the Dutch Civil Code.
- 11.3. The warranty shall be valid for a period (starting on the 1st day of operation or no later than 3 months from date of shipment from AERO Assist) of 24 months or five hundred flying hours – whichever comes first –. Claims under the warranty based on the quality of work performed or the parts installed shall not be considered unless lodged in writing at the time of acceptance or, in case of deficiencies not immediately discernible, immediately upon discovery of the same and within the warranty period. Claims may also be lodged by e-mail or telefax.
- 11.4. AERO Assist shall not be under an obligation to remedy defects caused by wrong or inexpedient maintenance or misapplication, exposure to extraordinary climatic conditions, exposure to extraordinary chemicals or substances or any other circumstances which may directly or indirectly result from repairs, modifications or technical intervention carried out by any other than AERO Assist and without the intervention or written approval of AERO Assist.
As long as a Customer is in default of payment, no warranty claims whatsoever shall be considered.
- 11.5. No warranty claims will be considered for used parts or makeshift repairs installed or performed at request of Customer.
- 11.6. In case of work performed by third parties or installation of parts procured from third parties, AERO Assist warranty shall be limited to the extent to which AERO Assist is entitled to claims on third-parties and can successfully enforce such claims.
- 11.7. Any defective goods under warranty are to be returned to AERO Assist with all transport charges prepaid by the Customer. Warranty repair does not include rectifications at locations other than AERO Assist's workshop in the Netherlands.
- 11.8. AERO Assist's liability shall be limited to remedying as described above and explicitly does not accept liability for any indirect loss suffered by the Customer, including consequential loss, incidental loss, lost profit, loss of value, lost wages, loss of business opportunities, as well as loss caused by the Customer's non-performance of his obligations to any third party.
- 11.9. As an alternative to remedying defects AERO Assist may elect to issue a credit note.

12 COSTS DEBT COLLECTION

- 12.1. Should Customer be in default or in breach of any of its obligations, Customer must reimburse all reasonable costs for out of court debt collection. Should Customer be in default paying a sum of money in due time, this will result in an immediate fine of 15% of the amount due with a minimum of € 500.--.
- 12.2. If AERO Assist has made higher costs than were reasonably necessary, Customer must also reimburse those.
- 12.3. Interest is due by Customer over the costs of debt collection.

13 POSTPONEMENT AND TERMINATION

- 13.1. AERO Assist may postpone execution of its part of the Agreement or terminate the Agreement if:
 - Customer fails to meet any obligation from the Agreement;
 - circumstances have come to the knowledge of AERO Assist that give good grounds to fear that Customer shall not meet its obligations;
 - Customer has been requested by the closing of the Agreement to render security for its obligations from the Agreement and fails to render that security or renders insufficient security.
- 13.2. Furthermore, AERO Assist may terminate the Agreement if any circumstances arise, being of such a nature that it will be impossible to meet the obligations of the Agreement or if according to standards of equity, meeting the obligations would be unreasonable, or in case circumstances arise that make it unreasonable to keep the Agreement in place without adjustment.
- 13.3. If the Agreement is terminated, all claims from AERO Assist are immediately due. Should AERO Assist postpone meeting its obligations from the Agreement, it will keep all its rights from law or the Agreement.
- 13.4. AERO Assist will keep the right to claim damages.

14 LIABILITY AND INSURANCE

- 14.1. Liability on the part of AERO Assist will be limited to direct damages and to the maximum of the amounts charged for the works performed by AERO Assist (excluding VAT, custom duties and other government levies) from which the damages have resulted. In any case, damages shall be limited to the amount paid out for the damages in question by AERO Assist's insurance.
- 14.2. Direct damages are deemed to be:
 - reasonable costs for assessment of the cause and amount of the damages, insofar this assessment regards damages as defined in these General Terms and Conditions;
 - reasonable costs in order to make the faulty performance meet the Agreement, unless the flaws of the faulty Agreement cannot be attributed to AERO Assist;
 - reasonable costs for prevention or limitation of damages, insofar Customer gives evidence that these costs have led to limitation or prevention of direct damages as defined herein.
- 14.3. AERO Assist shall never be liable for indirect damages, including consequential damages, missed profits, opportunity costs or damages because of stagnation in Customer's company activities.
- 14.4. Should AERO Assist receive claims from third parties that claim to have suffered damages because of faulty performance delivered, it is entitled to, Customer shall indemnify AERO Assist and hold AERO Assist harmless.
- 14.5. The term of limitation of any claim from Customer is one year after that claim has come into existence.
- 14.6. AERO Assist shall not be obliged to insure the subject of an order remitted to it. The Customer alone shall be responsible for procuring insurance protection for the subject of an order.
- 14.7. Customer will indemnify and hold harmless AERO Assist for any claims from third parties; arising from the execution of the Agreement insofar the events giving rise to the claim are to be attributed to Customer.

15 FORCE MAJEURE

- 15.1. The parties are not obliged to meet any obligation, should this be prevented by any circumstance beyond guilt, or circumstances that cannot be attributed to a party by virtue of law, legal obligations or equity.
- 15.2. Force majeure is defined in these General Terms and Conditions as all that is defined as such in Dutch law and case law, and all causes from outside, foreseen, foreseeable or not foreseen or foreseeable and beyond the control of AERO Assist, but as a result of which AERO Assist is prevented to meet its obligations. This includes strikes in the company of AERO Assist.
- 15.3. AERO Assist also has a right to call upon force majeure, if the circumstances that prevent (further) execution of its part of the Agreement, arises after AERO Assist should have met its obligations.
- 15.4. The parties may postpone their obligations from the Agreement for the duration of force majeure. Should this period be longer than two months, each of the parties is entitled to terminate the Agreement, without any obligation for compensation of damages to the other party.
- 15.5. Insofar AERO Assist has partially met its obligations at the time force majeure arises or is still able to do so, and this partial execution of the Agreement has any value, AERO Assist shall be entitled to invoice for the part executed. Customer must pay this invoice as were it the result of a separate Agreement.

16 SECRECY

Both parties are obliged to keep secret all confidential information received as a result of the execution of the Agreement or from other sources. Information is confidential if so indicated by the other party or if this results from the nature of the information.

17 APPLICABLE LAW / PLACE OF JURISDICTION

- 17.1. The General Terms and Conditions and all Agreements between AERO Assist and Customer shall in all respects be construed, governed and interpreted in accordance with the laws of The Netherlands. The UN Convention on Contracts for the international sale of goods shall not apply.
- 17.2. The competent court shall be a District Court the Netherlands.