

GENERAL CONDITIONS OF SUPPLY OF SERVICES
AND AERONAUTICAL COMPONENTS

- SECTION I -

General Provisions

1. Definitions

1.1 For the purposes of these General Conditions (the "General Conditions"), the following are defined as:

- "Aircraft": any aircraft on which Helicopters Italia is authorized to operate.
- "Student": a candidate in training.
- "Client": the client, a legal or physical person that uses the services covered herein solely within the scope of his/her own business and/or professional operations.
- "Components": the components, parts or appurtenances of the Aircraft, including the Engine, blades and any of their parts or appurtenances.
- "Contract": the agreement between Helicopters Italia and the Client, the purpose of which is the purchase of Components and/or Services, and is constituted of: the Offer, the Order Confirmation, these General Conditions and its Annexes.
- "Training Courses": the theory/hands-on training courses carried out by Helicopters Italia in the capacity of a training center approved by the competent aeronautical authorities.
- "Manufacturer": the manufacturer of the Aircraft, Component or Engine, depending on the context.
- "Days": when not otherwise specified, the days other than Saturday and Sunday on which banks are open and operating in Trento.
- "Helicopters Italia": Helicopters Italia S.r.l. Unipersonale, with registered office in Rome, Piazza Digione no. 1, Tax ID no. and VAT ID no. 01280780220, registration number at the Companies Register of Trento 128160 and registration number at the Companies Register of Rome no. 1158901.
- "Service Letter": technical/business communication by the Manufacturers
- "Training Manual": the current version, at any given moment, of the training manual published by the Aircraft Manufacturer or the Aircraft Engine Manufacturer respectively, which contains indications on the subject, duration and prerequisites of each course.
- "Engine": any aeronautical engine on which Helicopters Italia is authorized to operate.
- "Offer": the price offer transmitted to the Client by Helicopters Italia and which is an integral part of each Order.
- "Order": the form signed by the Client with which he/she requests to purchase the Components and/or Services.
- "Services": the execution of a combination of one or more of the following operations: overhaul, repair, inspection, replacement, modification or correction of Aircraft or Component defects, as well

as the relative updating of on-board documents, training sessions, design and technical and engineering support services.

2. **Scope of Application**

- 2.1 These General Conditions govern the procedure and conditions of the supply of Components and/or Services provided by Helicopters Italia. For that which is not expressly stated, reference must be made to EC Regulation 2042/2003 on the continuing airworthiness of aircraft and EC Regulation 1702/2003 on initial airworthiness, as amended, as well as to that provided for by the current legislation in the field of aeronautics, including instructions issued by the competent national and Community aeronautical authorities.
- 2.2 In the event of a contestation or a discrepancy between the General Conditions and the terms specifically agreed upon in the Order Confirmation, the latter shall prevail.
- 2.3 These General Conditions have been drafted in Italian and English. In the event of a controversy over the interpretation of the General Conditions, the text drafted in the Italian language shall prevail and be deemed the sole official text. Any amendment or supplement to these General Conditions shall be valid and binding only if accepted by Helicopters Italia in writing.

3. **Order**

- 3.1 Each Order must be made in writing and must be complete and definite in all of its parts; specifically, it must list all necessary elements for the correct identification of the Client, the Components and/or Services ordered and the delivery method, as well as the following, if necessary to fulfilling the Order:

A) for Components Orders:

- (1) the registration, type and serial number of the Aircraft in which the Component will be installed;
- (2) the requested release documentation;

B) for Service Orders:

- (3) the Service requested;
- (4) the registration, type and serial number of the Aircraft and/or the Component that the Service is for;
- (5) the applicable technical publication;
- (6) the number of hours and cycles since the last repair, the last overhaul and the moment the article was first put into service;
- (7) the changes made to the Component;
- (8) the requested release documentation;
- (9) any notes.

- 3.2 In compliance with and by effect of that set forth under articles 1329 and 1331 of the civil code, each Order represents a valid proposal by the Client to purchase the relative Services and/or Components. Signing of the Order entails the Client's full and unconditional acceptance of these General Conditions. Each Order may be deemed accepted only after Helicopters Italia confirms it in written form to the Client (Order Confirmation).
- 3.3 For the purposes of this article, "written form" also includes the transmission of documents by fax or e-mail, or through designated telecommunication platforms that the Client accesses by registration and identification.
- 3.4 The conditions in the order confirmation are considered accepted unless otherwise made known in writing within 24 hours from its issuance. The orders with AOG priority are excluded from this policy, which for their very nature are handled immediately and are not subject to variations.
- 3.5 In the event that the supply of the materials and/or services is not to be subjected to VAT for subjective reasons, the Client binds himself/herself—on pain of order cancellation—to communicate the applicable statutory requirements upon signing of the order and to transmit the proper original documentation to Helicopters Italia proving rights to exemption/non-taxation within the invoice deadline. In the absence of such information, the tax rate provided for by current law shall be applied.

4. **Price**

- 4.1 The Price is composed of:
- A) the net price of the Components indicated in the Helicopters Italia price list valid at the time of receipt of the Orders, before VAT and any other applicable fees and/or
 - B) the price of Services communicated to the Client by Helicopters Italia, prior to Order placement, in the designated offer (the "Offer").
- 4.2 Unless otherwise agreed, the Price is understood to be set for delivery EX WORKS Incoterms 2010, Helicopters Italia or the Manufacturer's establishment, before taxes and any other fees. The costs for packaging, shipment, transportation and the relative insurance, VAT and any levies or customs duties shall therefore be at the Client's expense.
- 4.3 From this moment forward, Helicopters Italia reserves the right to adjust the Price in proportion to the respective incidences, if, following the closing of the Contract:
- A) any details, previously unknown to Helicopters Italia, inherent to the Aircraft and/or Component emerge;
 - B) considerable increases in the cost for raw materials, labor and relative fees, increases in customs duties, levies or taxes at the expense of Helicopters Italia come into play.

5. **Payment Method**

- 5.1 Standard payment term "at delivery" unless otherwise agreed in written. The payment of the Price must take place by bank transfer to the bank account in the name of Helicopters Italia indicated on the Order Confirmation by the deadlines in the Order confirmation. In any event, Helicopters Italia reserves the right to request that one or more advance payments be made.

- 5.2 If payment of the Price or the advance on the Price is made after the agreed deadline, interest will be applied, calculated according to legislative decree no. 231/2002. The concession of discounts on the agreed Price is expressly excluded in the instance of advance payments.
- 5.3 The Client expressly recognizes that Helicopters Italia bears the right to withhold goods belonging to the Client which have been serviced until the Price for such interventions has been fully paid. In this case, Helicopters Italia shall charge the Client the fees relative to holding the goods belonging to the Client (which may include, for example, storage costs and insurance costs), it being understood that Helicopters Italia shall not be held liable in any way for maintaining the airworthiness of such goods. In any event, the provisions set forth under art. 2756 and 2761 of the civil code are to be applied, their being applicable.
- 5.4 Helicopters Italia reserves the right to suspend the supply of materials/services at any time, or, at its own discretion, to modify the terms and conditions of payment should the Client's payment status towards Helicopters Italia not be regular, or upon exceeding the credit granted.

6. **Delivery**

- 6.1 The delivery terms indicated in each Order Confirmation are only essential and Helicopters Italia may amend them by written notice based on its own necessities relative to production, sourcing and sales. Within reasonable limits, Helicopters Italia reserves the right to deliver the Components ordered in multiple lots.
- 6.2 In any event, Helicopters Italia reserves the right to put off the delivery deadline indicated in the relative Order Confirmation, taking care to provide written notice to the Client should any of the following emerge after Order acceptance: (i) certain characteristics of the Aircraft or Component previously unknown to Helicopters Italia; (ii) amendments or supplements to the Order requested by the Client; (iii) events of force majeure set forth in art. 18.
- 6.3 Helicopters Italia's liability for damages due to late delivery is limited solely to cases of gross negligence.
- 6.4 The Client expressly acknowledges that Helicopters Italia may send materials with a part number that differs from that indicated in the Order, as provided for by the manufacturer's technical documentation; in this instance, the prices may differ from those quoted.
- 6.5 As concerns the supply of aeronautical materials with a scheduled maximum service life, for orders with a routine priority, such materials must have at least a remaining 50% of technical service life, while for orders with AOG priority, the material may be delivered with a technical service life that is nearly up.

7. **Transfer of Risk**

- 7.1 The risks inherent to the Components purchased, overhauled or repaired in fulfillment of the Contract are transferred to the Client at the moment that Helicopters Italia supplies such components to the Client or forwarder appointed by the latter, independently from the transfer of the ownership of the Components pursuant to art. 9. The delivery of the Components is understood to be established as delivery ex-works Helicopters Italia or the Manufacturer unless otherwise agreed upon.
- 7.2 All of the risks inherent to the storage of the goods owned by the Client delivered to Helicopters Italia in fulfillment of the Contract and any damages caused to these same goods through loading, unloading or transportation are understood to be transferred to the Client at the moment of take-over

by the Client or to the forwarder appointed by the same. In the event that goods are shipped, their take-over is understood to be entirely effective upon the forwarder's signing of the DDT.

7.3 When the Client places Helicopters Italia in charge of the shipment of the Components, the Client must insure the Components from the moment that they are given over. If this is not done, Helicopters Italia may do so directly, charging the cost to the Client.

7.4 If the Components are packaged in designated containers belonging to Helicopters Italia, the Client must return these containers within 15 (fifteen) calendar days from delivery of the Component to the Client, and should he/she fail to do so, must then refund the value of these containers to Helicopters Italia.

8. **Place of Performance of Services**

8.1 The Services may also be performed—depending on the type of Aircraft or the nature of the malfunction or failure communicated by the Client—on premises indicated by the Client or at the Manufacturer's locations or in the infrastructures of third parties declared suitable by the competent authorities for the performance of the Services.

8.2 In the event in which the Services are performed on the Client's premises, all transportation and housing costs incurred by Helicopters Italia personnel are at the Client's expense. If the Services are performed on the Manufacturer's premises, the costs relative to transportation of the Component to and from the aforesaid Manufacturer's premises are at the Client's expense.

8.3 In the event the Services are performed on the Client's premises, he/she binds himself/herself to observe the occupational safety regulations and to prepare and implement all of the safety measures necessary to guaranteeing and protecting the health and safety of individuals in order to prevent all and any situations by nature even potentially detrimental to safety.

9. **Purchase of Components**

9.1 If the Contract is for the purchase of Components, the transfer of ownership of such Components is dependent upon full payment of the Price by the Client, independently from the moment they were delivered to the Client.

9.2 Once the payment deadline is up without having received the amount due, Helicopters Italia may—without prejudice to any of its other rights—terminate the Contract and take back the Components at the Client's expense, subject to verification of their soundness/functionality.

9.3 It is understood that if the Components covered by the Contract are damaged due to a cause attributable to the Client before full payment of the Price is made, the Client is nevertheless obliged to pay the full purchase Price of the damaged Component.

9.4 If, before making full payment of the Price and as a breach of that set forth in this article, the Client sells the Component to a third party, any credit for the payment of an amount or any other claim made of third parties deriving from the sale of Components is understood to be transferred to Helicopters Italia, it remaining expressly understood that the Client shall be responsible for any non-payment of receivables sold (factoring with recourse).

9.5 If the Components delivered to the Client and not yet paid for become the object of an execution of judgment against the Client, he/she must immediately inform Helicopters Italia. The Client shall pay all costs relative to Helicopters Italia's taking back the Components that were expropriated.

9.6 In the event of returns due to erroneous orders, Helicopters Italia reserves the right to accept the return, and should it do so, it shall nevertheless emit an invoice to cover the administrative costs and any other cost charged by the supplier. Furthermore, if the packaging is not the original or is broken and/or damaged, an extra cost will be invoiced for activities performed in order to restore the efficiency of the part.

10. **Standard Exchange of Components**

10.1 As a partial repeal of that set forth under art. 9, should the Contract be for the purchase of a Component (for the purposes of this article, the "Efficient Component") meant to replace a Component belonging to the Client (for the purposes of this article, the "Removed Component"), the Client has the right to use the Standard Exchange service, under the terms and conditions listed here below.

10.2 The Standard Exchange service consists of trading in the Removed Component for the Efficient Component through payment of a monetary compensation by the Client. The monetary compensation is the difference in value between the Removed Component and the New Component, conventionally identified by the parties to the extent indicated in the Offer (the "Compensation").

10.3 The Standard Exchange service is subject to Helicopters Italia's actual availability of the Efficient Component requested. In this case, and without prejudice to that set forth under art. 10.6 concerning the transfer effects of Standard Exchange operations:

A) Helicopters Italia shall deliver the Efficient Component to the Client as soon as it becomes available; and

B) the Client shall deliver the Removed Component to Helicopters Italia together with the complete and updated technical documentation and the inefficiency card with the serial number of the Removed Component, the date and reason for removal, the TSO and TSN within the following two weeks.

10.4 If the Removed Component is not turned in according to that set forth under the previous paragraph, Helicopters Italia shall have the right to either (i) terminate the Contract and take back ownership of the Efficient Component at the Client's expense, subject to verification of its soundness/functionality or (ii) request payment of the Efficient Component's full price listed in the Helicopters Italia price list valid at the moment the Order was received.

10.5 Upon Client's delivery of the Removed Component, Helicopters Italia (or the supplier of the Component on its behalf) shall carry out a technical inspection of the Removed Component and examine the technical documentation. Should the outcome show—at Helicopters Italia's and/or the supplier's indisputable discretion—that:

A) the use made of the Removed Component, its storage or maintenance were not compliant with the indications in the technical publications for the type of Aircraft/Engine in question;

B) the Removed Component has irreparable defects;

C) the Removed Component's technical documentation is missing, not updated or, in any event, is not compliant with applicable law;

the provision under art. 10.4 applies, without prejudice, in such instance, to Helicopters Italia's right/duty to provide for the scrapping of the Removed Component in compliance with the law, taking care to notify the Client in writing and charging the relative fees and inspection costs to the Client.

10.6 The reciprocal transfer of ownership of the Efficient Component and the Removed Component between parties occurs upon delivery as indicated in art. 10.3 and is strictly dependent on the Client's full payment of the Compensation. Once the payment deadline for Compensation is up without having received the amount due, Helicopters Italia may—without prejudice to any of its other rights—terminate the Contract and take back the Efficient Component at the Client's expense, subject to verification of their soundness/functionality.

11. **Collection of the Components, Aircraft or Engine and Insurance**

11.1 The Client must see to collecting the Component, Aircraft and/or Engine within 3 (three) calendar days of Helicopters Italia's written request. Once the collection deadline is up without the goods having been picked up, the risks inherent to the Component, Aircraft and/or Engine are transferred to the Client and Helicopters Italia may charge the fees relative to their keeping to the Client (which may include, for example, storage or insurance costs). For aircraft, the daily cost of hangaring is conventionally established for the year 2012 at € 90 per each day overdue and shall be indexed year by year.

11.2 It is understood that in the event that the Component, Aircraft or Engine is not collected, Helicopters Italia is in no way responsible for the maintenance of its airworthiness.

11.3 In the event that the Component, Aircraft and/or Engine is not collected by the collection deadline, Helicopters Italia may make recourse to the remedies set forth under articles 1211, 2756 and 2761 of the civil code, their being applicable.

11.4 For the entire time that the Component, Aircraft and/or Engine is under Helicopters Italia's custody, the Client is obliged to keep the insurance coverage against all risks that may cause damage to this item (for example, but not limited to: fire, robbery, explosion, collision, catastrophic events, transportation, etc.) fully valid and effective, and if necessary, shall see to entering into a proper insurance contract. Prior to servicing any Component, Aircraft and/or Engine, and upon Helicopters Italia's request, the Client must display documents certifying adequate insurance coverage of the above said risks. If this is not done, Helicopters Italia may do so directly, charging the cost to the Client.

11.5 Helicopters Italia reserves the right to issue the invoice for goods or services supplied only at the time of payment of the due amount (down-payment or final settlement) by the Client. Thus, the Client undertakes to pay the amount due as taxable income + current VAT rate, upon written request by Helicopters Italia via e-mail or fax. The relevant sales invoice will be issued by the end of the month in which the due amount is collected

12. **Components Warranty**

12.1 If the Contract is for the purchase of Components, the warranty for defects and/or anomalies and/or malfunction of Components shall be insured directly by the Component Manufacturer under the terms and conditions listed in the respective Service Letter.

12.2 It remains expressly understood that in the event that second-hand Components still covered under warranty are purchased, the remaining duration of the period of warranty coverage shall be determined by the life of the Component itself.

12.3 No other warranty shall be deemed valid for the Components being purchased.

13. **Irreparable Components**

- 13.1 Should the outcome of the technical examination show—at Helicopters Italia's and/or the Manufacturer's indisputable discretion—that the Component has irreparable defects or defects that render it impossible to assess the state of airworthiness or suitability to installation, Helicopters Italia shall have the right to proceed with scrapping the Component, being sure to provide the Client with prior written notice.
- 13.2 Within 5 (five) days of receipt of prior written notice as set forth in the previous art. 13.1, the Client must declare its intention to collect the Component, taking on the costs for inspecting the Component, it being understood that, from this moment forward, the scrapping of the Component is understood to be authorized by the Client and that the relative fees and inspection costs shall be charged to the Client.

14. **Reporting Flaws – Deadline – Remedies**

- 14.1 If the Contract is exclusively for the purchase of Components (and therefore, falling outside the scope of activities for the maintenance of airworthiness of Aircraft, Engines or Components), the following provisions in regards to any flaws or defects in Components are to be observed.
- 14.2 At the moment of delivery, the Client is obliged to examine the Components and report any flaws or defects in writing within 3 (three) calendar days, it being understood that in the absence of any contestation within the indicated time frame the Components shall be deemed compliant with that foreseen by the contract, with the exception of any hidden flaws or defects, which may nevertheless be contested immediately after the Client finds out about them.
- 14.3 In the event that flaws or defects are reported, Helicopters Italia may contest the Client's report within 30 calendar days from receipt of the report, it being understood that, in the absence of such contestation, the flaws or defects not contested shall be deemed recognized.
- 14.4 In the event of flaws or defects reported in a timely manner, and in the absence of contestation from Helicopters Italia by the abovementioned deadline, at its exclusive discretion, Helicopters Italia must:
- A) remove the contested flaw or defect, or
- B) see to a new supply of Components ordered by the deadlines that are communicated by Helicopters Italia.

15. **Liability of Helicopters Italia**

- 15.1 Helicopters Italia, in the capacity of a maintenance company certified to Part 145 of EC Regulation 2042/2003, assumes all liability for the regularity of maintenance interventions performed on Aircraft, Engines and Components. Outside the scope of such hypotheses, the provisions in this article 15 shall be observed.
- 15.2 Without prejudice to that set forth under art. 6.3 on cases of late delivery, Helicopters Italia's liability for damages arising from the execution of the Contract, especially for flaws and/or defects in the supply of Components or for the keeping of goods belonging to the Client, is limited to an amount equal to 15% of the Price asked of the Client, without prejudice to Helicopters Italia's full liability in the event of malice or gross negligence.
- 15.3 No claims for flaws or defects deriving from materials or accessories not installed by Helicopters Italia, non-compliance with the regulations for use and keeping of the Components or normal deterioration due to wear and tear and weather conditions may be legitimately made of Helicopters Italia.

15.4 Helicopters Italia shall not, in any event, be obliged to pay any sum for compensation for damages that are not the direct consequence of the maintenance interventions performed, or in any event, of the breach of a specific contractual obligation deriving from the nature of the contract. Therefore, compensation for indirect damages is excluded.

16. **Liability of the Client and Obligation to Make Compensation**

16.1 Should so-called flight tests be carried out with the Client's pilot on board acting as the pilot in command (hereinafter, for the sole purposes of this paragraph, the "Pilot"):

- Helicopters Italia does not assume any liability for any direct or indirect damages to the Client deriving from non-compliance with the regulations on air navigation, flight manual provisions or any other malicious or negligent behavior attributable to the Pilot;
- without prejudice to any of Helicopters Italia's other rights, the Client binds himself/herself to reimburse, indemnify and in any event, hold Helicopters Italia harmless against all and any direct or indirect damages, claims by third parties, actual or potential liabilities, costs or losses (including legal expenses and any necessary cost) that may present themselves to Helicopters Italia due to non-compliance with the regulations on air navigation or any other malicious or negligent behavior attributable to the Pilot.
- Art. 16.1 For the entire time of the so-called "flight tests", the Client is obliged to keep a fully valid and effective mandatory coverage for liability to third parties on the airfield and it shall include all kinds of flight tests. Prior to the beginning of the take-off manoeuvre, the Client must display the documents certifying adequate insurance coverage of the risks of liability to third parties on the airfield. Failing this, Helicopters Italia may do so directly, charging the cost to the Client.

17. **Termination**

17.1 Without prejudice to the right to compensation for damages, Helicopters Italia may immediately terminate this Contract pursuant to art. 1456 of the civil code by providing the Client with a simple written communication in the form of a registered letter with return receipt should the Client default on a single one of the following obligations:

- late or missing payment of the Price, based on the agreed deadlines;
- incorrect and/or incomplete and/or inaccurate information provided to Helicopters Italia for the performance of Services;
- lack of the information necessary to determining the state of airworthiness of the Aircraft and/or Engine and/or Component;
- non-compliance of the Aircraft and/or Engine and/or Component with the applicable airworthiness requirements.

17.2 In the event that the Contract is terminated, Helicopters Italia shall have the right to keep, as indemnity, the amounts the Client already paid as an advance on the Price and/or as an installment payment, without prejudice to Helicopters Italia's right to any further compensation. In this case, if the Client had not already paid the Price in full according to the terms and procedures set forth in these General Conditions, he/she must give the Components already delivered back to Helicopters Italia, paying the expenses even in the event that Helicopters Italia collects the shipment.

17.3 It is understood that in the event the Contract is terminated, Helicopters Italia shall not be liable in any way for the maintenance of the airworthiness of the Aircraft, Engine and/or Component.

18. **Force Majeure**

18.1 Without prejudice to that set forth under art. 18.2, neither of the contracting parties shall be considered to be defaulting if it has not observed one of the contractual obligations due to events of force majeure, among which—for example (but not limited to)—catastrophic events, wars, terrorist attacks, expropriation of equipment or installations, acts of sabotage, fires, floods, tornadoes, hurricanes, earthquakes, general strikes (including those by transportation services and by customs, but expressly excluding corporate strikes, except for the corporate strikes set off by national strikes for the category) and suspension of the provision of electricity lasting longer than twelve consecutive hours.

18.2 It is expressly understood that the recurrence of events of force majeure does not entail being freed from pecuniary obligations.

18.3 If one of the parties should encounter a case of force majeure, it shall warn the other party without delay with a registered letter with return receipt or analogous means specifying the nature, probable duration and predictable effects of the situation. Both parties shall in any case take the necessary measures to reduce the damages to a minimum.

18.4 If Helicopters Italia is unable to fulfill its contractual obligations due to force majeure, it shall have the right to compensation only for the assignments actually carried out.

19. **Transfer of the Contract**

19.1 The Client may not transfer, either entirely or in part, the rights and obligations deriving from the Contract without having first obtained written authorization from Helicopters Italia.

19.2 Without this authorization, the transfer carried out by the Client may not be enforced towards Helicopters Italia and does not produce any effect whatsoever for Helicopters Italia.

20. **Applicable Law and Court of Jurisdiction**

20.1 These General Conditions and the individual supplies commissioned in each single instance shall be governed by Italian Law.

20.2 All of the disputes concerning the interpretation, execution or termination of these General Conditions shall be referred to exclusive jurisdiction of the Court of Trento.

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- SECTION II –

**Supplementary Provisions
applicable to the Training Courses**

21. **Scope of Application**

- 21.1 In the capacity of a training center approved by the competent aeronautical authorities, Helicopters Italia is certified to hold theory/hands-on training courses for technical personnel (hereinafter, for the sole purposes of Section II, the "Training Courses").
- 21.2 In consideration of the specific characteristics of the Training Courses, the means and conditions of Training Course provision are governed by the provisions set forth under this Section II of the General Conditions, to be considered an addition to the provisions set forth under the previous Section I.
- 21.3 For that which is not expressly stated in these General Conditions, reference must be made to the respective Training Manuals. In the event of a discrepancy between the General Conditions and the Training Manual, the former shall prevail.

22. **Order**

- 22.1 In addition to that set forth under art. 3 of these General Conditions, each Order must contain the name of the "Student", the type of course and a duly filled out preparation sheet.
- 22.2 Signing of the Order entails the Client's full and unconditional acceptance of these General Conditions as well as of the relative Training Manual.

23. **Price**

- 23.1 The Price of each Training Course is set based on the valid Helicopters Italia price list at the time the Order is received, before VAT and any other applicable fees.
- 23.2 The expenses for room, board and transportation that the Student will incur during the Training Course remain at the Client's expense. Furthermore, the Client is required to see to occupational accident insurance coverage for the Student, who will be asked to sign a statement of commitment in relation to the safety standards set forth by Helicopters Italia.

24. **Payment Method**

- 24.1 As an exception to that set forth under art. 5 of these General Conditions, payment of the Price for Training Courses must be made by the beginning of the course with a bank transfer to the bank account in the name of Helicopters Italia, indicated on the Order Confirmation.

25. **Provision of the Training Courses**

- 25.1 The purpose and duration of the Training Courses, as well as the number of hours in flight and hours of classroom lessons, are preset for each type of Training Course in the respective Training Manuals.
- 25.2 The start date and lesson schedule for each Training Course shall be communicated in a timely manner by Helicopters Italia.

25.3 In order to participate in each Training Course, it is necessary that the Student be in possession of the prerequisites indicated in the Training Manual of the relative Training Course. Furthermore, the Client acknowledges that the didactic materials are in English or French and may be used exclusively for didactic purposes.

26. **Test**

26.1 For the purposes of earning the certificate of recognition, it is necessary to complete the training program for a given Training Course and, at its conclusion, pass the test.

26.2 If the minimum amount of lesson hours required for a given Training Course is not attended, Helicopters Italia is not obliged to provide an opportunity to make up the missed lessons, nor to reimburse the Price. Similarly, Helicopters Italia is not obliged to reimburse the Price if one does not pass the test.

27. **Termination**

27.1 In addition to that set forth under the previous art. 17, Helicopters Italia may immediately terminate a Contract for the provision of Training Courses pursuant to art. 1456 of the civil code by providing the Client with a simple written communication in the form of a registered letter with return receipt in the event of:

- incorrect and/or incomplete and/or inaccurate information provided to Helicopters Italia concerning the Student's psychological or physical fitness to participate or his/her level of technical preparation;
- the Student's non-compliance with the common-sense rules of prudence or the instructions given by the instructor.

27.2 In this case, Helicopters Italia's right to keep an amount of 50% of the Price paid by the Client as indemnity remains valid.

28. **Liability of Helicopters Italia**

28.1 In addition to that set forth under art. 15 of these General Conditions, it is hereby agreed that no request may be legitimately made of Helicopters Italia for damages deriving from:

- A) incorrect and/or incomplete and/or inaccurate information provided to Helicopters Italia concerning the Student's psychological or physical fitness to participate or his/her level of technical preparation;
- B) the Student's non-compliance with the common-sense rules of prudence or the instructions given by the instructor during lesson hours.

28.2 Helicopters Italia shall not, in any event, be obliged to pay any sum for compensation for damages that are not the direct consequence of a breach of a specific contractual obligation deriving from the nature of the contract. Therefore, compensation for indirect damages is excluded.

28.3 Any contestation regarding the carrying out of individual lessons of a Training Course must be communicated to Helicopters Italia within three days of the carrying out of the lesson, on pain of forfeiture of any rights to compensation or repayment.

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Trento, _____ 2014

For the Client

For that which may possibly occur pursuant to art. 1341, second paragraph of the civil code, the Client declares to specifically approve the clauses set forth under articles 4 (Price), 5 (Payment Method), 6 (Delivery), 7 (Transfer of Risk), 9 (Purchase of Components), 10 (Standard Exchange), 11 (Collection of the Components and Insurance), 13 (Irreparable Components), 14 (Reporting of Flaws), 15 (Liability of Helicopters Italia), 16 (Liability of the Client and Obligation to Make Compensation), 17 (Termination), 18 (Force Majeure), 19 (Transfer of the Contract), 20 (Applicable Law and Court of Jurisdiction), 27 (Termination), 28 (Liability) of these General Conditions.

For the Client

Annex A

Manufacturer's Warranty Conditions

(applicable in the event of purchase of Components)