

**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.
- "Customer": the Customer, 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, the parts or the appurtenances of the Aircraft, including the Engine, blades and any of their parts or appurtenances.
- "Contract": the agreement between Helicopters Italia and the Customer, 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, Via Dei Luxardo 24, Fiscal Code 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 Customer by Helicopters Italia and which is an integral part of each Order.
- "Order": the form signed by the Customer 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 1321/2014 on the continuing airworthiness of aircraft and EC Regulation 748/2012 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.
- 2.4 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 its parts; specifically, it must list all necessary elements for the correct identification of the Customer, 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:

- (1) the Service requested;
- (2) the registration, type, and serial number of the Aircraft and/or the Component that the Service is for;
- (3) the applicable technical publication;
- (4) the number of hours and cycles since the last repair, the last overhaul, and the moment the article was first put into service;
- (5) the changes made to the Component;
- (6) the requested release documentation;
- (7) 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 Customer to purchase the relative Services and/or Components. Signing of the Order entails the Customer'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 Customer (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 Customer accesses by registration and identification.

- 3.4 The conditions included 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, as for their nature are handled immediately and are not subject to variations.

- 3.5 The AOG orders have a surcharge communicated at the beginning of the year that covers the management in a faster time and limits the abuse. The surcharge is always due and is not bound by the delivery time.
- 3.6 In the event that the supply of the materials and/or services is not to be subjected to VAT for subjective reasons, the Customer 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.
- 3.7 The Parties ensure that they act in accordance with export control rules for export, import and re-export. The Customer assures that the logistics chain of its competence complies with these laws in the management of parts and services provided by Helicopters Italia providing the necessary authorizations if requested.

4. Price

4.1 The Price is composed of:

- A) the price of the Components indicated in the Helicopters Italia price list valid at the time of the receipt of the Orders, without VAT and any other applicable fees and/or
- B) the price of Services communicated to the Customer by Helicopters Italia, prior the issue of the Order, in the relevant offer (the "Offer").

4.2 Unless otherwise agreed, the Price is understood to be set for delivery FCA Incoterms 2020, 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 Customer's expense.

4.3 Helicopters Italia reserves the right to update the Price in proportion to the respective incidences, if, following the closing of the Contract:

- A) any features, previously unknown to Helicopters Italia, inherent to the Aircraft and/or Component emerge;
- B) considerable increases in the cost of raw materials, labor and relative fees, increases in customs duties, levies or taxes weighing on Helicopters Italia come into play;
- C) your material needs maintenance or replacement not included in the standard operations of revision, repair or if the counterpart of standard changes is not efficient in part or completely.

4.4 A minimum order is required to the Customer, if the order is lower it will be automatically aligned to this threshold. This minimum quantity may vary depending on the availability of the warehouse of Helicopters Italia or the subcontractor and will be communicated on the occasion of the order confirmation.

4.5 The quotations are valid for 7 days, unless otherwise specified in the special conditions. The possible availability within the period of quotation is <first come, first served>.

5. Payment Method

5.1 Standard payment terms are "at order confirmation" unless otherwise agreed in written. The payment of the Price must take place within the deadline indicated in the Order Confirmation by wire transfer to the bank account in the name of Helicopters Italia. In any case, Helicopters Italia reserves the right to ask for the payment of one or more downpayments.

- 5.2 In case of delay of the payment of the total Price or of the downpayment, interest will be applied, calculated according to legislative decree no. 192/2012. The concession of discounts on the agreed Price is expressly excluded in case of advance payments.
- 5.3 The Customer expressly recognizes that Helicopters Italia bears the right to withhold goods, under maintenance, belonging to the Customer until the Price for such interventions has been fully paid. In this case, Helicopters Italia will charge the Customer the fees relevant to the holding of the goods belonging to the Customer (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 case, 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 discretion, to modify the terms and conditions of payment should the Customer'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 approximate and Helicopters Italia may amend them, by written notice, on the base of its own productive, sourcing and commercial needs. Within reasonable limits, Helicopters Italia reserves the right to deliver in multiple lots the ordered Components.
- 6.2 In any case, Helicopters Italia reserves the right to postpone the delivery deadline indicated in the relative Order Confirmation, taking care to inform the Customer by written notice, in case – following the Order confirmation – should emerge (i) particular features of the Aircraft or the Component previously unknown to Helicopters Italia; (ii) changes or integrations of the Order requested by the Customer; (iii) events of force majeure set forth in art. 18, (iv) logistical problems not directly of responsibility of Helicopters Italy in case a subcontractor is present in the logistics chain.
- 6.3 Helicopters Italia's liability for damages due to late delivery is limited to the cases of gross negligence.
- 6.4 The Customer expressly acknowledges that Helicopters Italia may send materials with a part number that differs from the one indicated in the Order, as provided for by the manufacturer's technical documentation; in this case, the prices may differ from those quoted. The proposed alternative part number is always present in the order confirmation and the formal and technical control of the proposed alternative part number is under Customer's responsibility.
- 6.5 As concerns the supply of aeronautical materials with a scheduled maximum service life, for orders with a routine priority, such materials shall 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.
- 6.6 In case of urgent priority Helicopters Italia reserves the right to deliver directly to the Customer (drop ship or Direct delivery), The Customer in these cases is the only one responsible for the control of the Component and the documentation received, warning Helicopters Italy in case of non-compliance and isolating the Components if necessary. The Customer also undertakes to provide Helicopters Italia with a copy of the documents received from the supplier (transport documents, certificates of conformity, EASA Form One, etc.).

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 Customer when Helicopters Italia delivers such Components to the Customer or to the forwarder chosen by the Customer, independently from the transfer of the ownership of the Components according to art. 9. The delivery of the Components is understood to be established as delivery FCA of Helicopters Italia or the Manufacturer unless otherwise agreed upon.

- 7.2 All of the risks inherent to the storage of the goods, of Customer's ownership, delivered to Helicopters Italia in fulfillment of the Contract and any damage caused to these same goods through loading, unloading or transportation are understood to be transferred to the Customer at the moment of the take delivery by the Customer or to the forwarder chosen. In case that goods are shipped, their take delivery is understood to be entirely effective upon the forwarder's signature of the DDT.
- 7.3 If the Customer asks to Helicopters Italia to manage the shipping of the Components, the Customer shall ensure the Components starting from the moment that they have been delivered. If the Customer doesn't ensure the item, Helicopters Italia may do it directly, charging the cost to the Customer.
- 7.4 If the Components are packaged in designated containers belonging to Helicopters Italia, the Customer must return these containers within 15 (fifteen) calendar days from the delivery of the Component to the Customer, and in case the Customer doesn't do it, they shall 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 model of Aircraft or the nature of the malfunction or failure communicated by the Customer, by the premises indicated by the Customer or at the Manufacturer's locations or by the infrastructures of Third Parties declared suitable by the competent authorities for the performance of the Services.
- 8.2 In case the Services are performed on the Customer's premises, all transportation and accommodation costs incurred by Helicopters Italia personnel are at the Customer's charge. 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 Customer's charge.
- 8.3 In case the Services are performed on the Customer's premises, he/she commit himself/herself to observe the occupational safety regulations and to prepare and implement all the safety measures necessary to guarantee and protect the health and safety of individuals in order to prevent any possible situation by nature even potentially detrimental of safety.

9. Purchase of Components

- 9.1 If the Contract is finalized to the purchase of Components, the transfer of ownership of such Components is subject to the full payment of the Price by the Customer, independently from the moment they are delivered to the Customer.
- 9.2 Once the payment deadline is up without having received the due amount, Helicopters Italia may, without prejudice to any of its other right, terminate the Contract and take back the Components at Customer's charge, subject to verification of their integrity/functionality.
- 9.3 It is understood that if the Components covered by the Contract are damaged due to a cause attributable to the Customer before the full payment of the Price, the Customer is nevertheless obliged to pay the full purchase Price of the damaged Component.
- 9.4 If, before making the full payment of the Price and as a breach of what is set forth in this article, the Customer sells the Component to a Third Party, any credit for the payment of an amount or any other claim made to Third Parties deriving from the sale of Components is understood to be transferred to Helicopters Italia. It remains expressly understood that the Customer shall be responsible for any non-payment from the Third Party (*pro solvendo* assignment).
- 9.5 If the Components delivered to the Customer and not paid yet become object of an execution of judgment against the Customer, he/she shall immediately inform Helicopters Italia. The Customer shall pay to Helicopters Italia all the costs relevant to the taking back of the Components that are expropriated.

9.6 In case of returns due to erroneous orders, Helicopters Italia reserves the right to accept the return, and should it do so, it shall nevertheless issue an invoice to cover the administrative costs and any other cost to be charged to 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 exception of what is set forth under art. 9, should the object of the Contract be the purchase of a Component (for the purposes of this article, the "Efficient Component") in order to replace a Component belonging to the Customer (for the purposes of this article, the "Removed Component"), the Customer 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 Customer. The monetary compensation is the difference in value between the Removed Component and the New Component, conventionally identified by the Parties as 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 what set forth under art. 10.6 concerning the transfer effects of Standard Exchange operations:

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

B) the Customer 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 the reason of removal, the TSO and TSN within the following two weeks. The delay in returning the provided Removed Components more than 15 days from the receipt of the Efficient Component entails the obligation of penalty equal to a daily fee that may change according to the article or the supplier involved. This fee is annually updated according to the existing conditions of the various subcontractors and the payment of the full price is however due in case of non-return.

10.4 If the Removed Component is not returned according to that set forth under the previous paragraph, Helicopters Italia reserves right or (i) to terminate the Contract and take back ownership of the Efficient Component at Customer's expense, prior verification of its integrity/functionality or (ii) to request the payment of the Efficient Component's full price as per Helicopters Italia price list valid at the moment the Order receipt.

10.5 Upon Customer'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 have not been 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 case, is not compliant with applicable law;

as set forth under art. 10.4, without prejudice Helicopters Italia can exercise the right/duty to foresee the scrapping of the Removed Component in compliance with the law, taking care to notify the Customer by written and charging the relative fees and inspection costs to the Customer.

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 it is strictly dependent on the Customer's full payment of the Compensation. Once the payment deadline for Compensation is expired without having received the due amount, Helicopters Italia may, without prejudice to any of its other rights, terminate the Contract and take back the Efficient Component at the Customer's expense, subject to verification of their integrity/functionality.

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

11.1 The Customer shall collect the Component, the Aircraft and/or the Engine within 3 (three) calendar days from Helicopters Italia's written request. Once the collection deadline is expired without the pick-up of the goods, the risks inherent to the Component, the Aircraft and/or the Engine are transferred to the Customer and Helicopters Italia may charge to the Customer the fees relevant to their safekeeping (which may include, for example, storage or insurance costs). The daily cost for the days of delay for only the storage in hangar is updated annually and every day exceeding the agreed pick-up deadline will be billed according to the existing price list.

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

11.3 In case the Component, the Aircraft and/or the Engine are not collected within the foreseen deadline, Helicopters Italia may apply the remedies set forth under articles 1211, 2756 and 2761 of the civil code, if applicable.

11.4 For the entire period that the Component, the Aircraft and/or the Engine are under Helicopters Italia's custody, the Customer is obliged to keep fully valid and effective 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.) and if necessary, shall foresee the signature of specific insurance contract. Prior the starting of each maintenance activity and upon Helicopters Italia's request, the Customer shall provide the documents certifying the adequate insurance coverage of the above said risks. If this is not done, Helicopters Italia may do it directly, charging the cost to the Customer.

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 balance) by the Customer. Therefore, the Customer commits to pay the due amount + VAT, 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 case the 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 purchased Components.

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 impossible to assess the state of airworthiness or suitability to installation, Helicopters Italia shall have the right to proceed with scrapping the Component, providing the Customer 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 Customer 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 Customer and that the relative fees and inspection costs shall be charged to the Customer.

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 of the Components have to be observed.

14.2 At the moment of delivery, the Customer is obliged to examine the Components and report any flaws or defects by written 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 what is foreseen by the contract, with the exception of any hidden flaws or defects, which may nevertheless be contested immediately after the Customer finds out about them.

14.3 In case the flaws or defects are reported, Helicopters Italia may contest the Customer'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 promptly reported, and in the absence of contestation from Helicopters Italia within the abovementioned deadline, at its exclusive discretion Helicopters Italia shall:

A) remove the contested flaw or defect, or

B) foresee a new supply of Components ordered within the deadlines that will be communicated by Helicopters Italia.

15. Liability of Helicopters Italia

15.1 Helicopters Italia, in the quality of maintenance company certified as Part 145 of EC Regulation 1321/2014 and following updates, 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 what set forth under art. 6.3 for the 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 Customer, is limited to an amount equal to 15% of the Price asked to the Customer, without prejudice to Helicopters Italia's full liability in case of malice or gross negligence.

15.3 No claims may be legitimately made to Helicopters Italia for flaws or defects deriving from materials or accessories not installed by Helicopters Italia according to the regulations for use and safekeeping of the Components, or from normal deterioration due to use and weather conditions.

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

16. Liability of the Customer and Obligation to Make Compensation

16.1 Should "*flight tests*" be carried out with the Customer'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 Customer deriving from the non-compliance with the regulations on air navigation, the dispositions contained in the flight manual or from any other malicious or negligent behaviour attributable to the Pilot;
- without prejudice to any other Helicopters Italia's rights, the Customer commits to reimburse, indemnify and, in any case, 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 behaviour attributable to the Pilot.
- for the entire duration of the "*flight tests*" the Customer is obliged to keep a fully valid and effective mandatory coverage for liability to Third Parties on the airfield that includes all kinds of flight tests. Prior to the beginning of the operation in flight, the Customer shall provide the documents certifying the adequate insurance coverage of the risks of liability to Third Parties on the airfield. In absence of it, Helicopters Italia may do it directly, charging the cost to the Customer.

17. Termination

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

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

17.2 In case the Contract is terminated, Helicopters Italia shall have the right to keep, as indemnity, the amounts that the Customer has already paid as down payment 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 Customer has not already fully paid the Price according to the terms and procedures set forth in these General Conditions, he/she must give back to Helicopters Italia the Components already delivered, keeping at its charge the expenses even in the case that Helicopters Italia collects the Component. It is understood that, in case the Contract is terminated, Helicopters Italia shall not be liable in any way for the maintenance of the airworthiness of the Aircraft, the Engine and/or the Component.

18. Force Majeure

18.1 Without prejudice to what set forth under art. 18.2, neither of the contracting Parties shall be considered in default 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 the annulment of 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, the possible duration and the predictable effects of the situation. Both Parties shall, in this case, take the necessary measures to reduce the damages to a minimum.

18.4 If Helicopters Italia is not in the position to fulfill its contractual obligations due to force majeure, it shall have the right to compensation only for the tasks carried out.

19. Transfer of the Contract

19.1 The Customer 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 Customer isn't effective and does not produce any effect whatsoever for Helicopters Italia.

20. Applicable Law and Court of Jurisdiction

20.1 These General Conditions and each supply requested shall be subject to Italian Law.

20.2 Each dispute relevant to the interpretation, execution or termination of these General Conditions shall be referred to the 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 quality of a training center approved by the competent aeronautical authorities, Helicopters Italia is certified to hold theoretical/practical 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 what that 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 Manuals, the first ones shall prevail.

22. Order

- 22.1 In addition to what set forth under art. 3 of these General Conditions, each Order must contain the name of the "Student", the type of course and a preparation sheet duly filled in.
- 22.2 The signature of the Order entails the full and unconditional Customer's 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 on the base of the Helicopters Italia price list in force at the time of the receipt of the Order, without 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 Customer's charge. Furthermore, the Customer is obliged to foresee the insurance for accident risk of the Student, who shall sign a declaration of commitment to respect the safety standards rules set forth by Helicopters Italia.

24. Payment Method

- 24.1 As an exception to what set forth under art. 5 of these General Conditions, the payment of the Price for Training Courses must be done within the beginning of the course by wire transfer to the bank account in the name of Helicopters Italia, indicated in 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 scheduled for each type of Training Course in the respective Training Manuals.
- 25.2 The start date and lesson program for each Training Course shall be communicated in a timely manner by Helicopters Italia.
- 25.3 In order to participate to each Training Course, it is necessary that the Student has the prerequisites indicated in the Training Manual of the relative Training Course. Furthermore, the Customer 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 obtaining 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. In the same way, Helicopters Italia is not obliged to reimburse the Price if one does not pass the test.

27. **Termination**

27.1 In addition to what 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 Customer with a simple written communication in the form of a registered letter with return receipt in case 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;
- Student's non-compliance with the common-sense rules of prudence or of 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 Customer as indemnity remains valid.

28. **Liability of Helicopters Italia**

28.1 In addition to what set forth under art. 15 of these General Conditions, it is hereby agreed that no request may be legitimately made to 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) 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, in any case, shall not 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 from the carrying out of the lesson, on pain of forfeiture of any rights to compensation or repayment.

* * *

Trento, _____

For the Customer

For what that may possibly occur pursuant to art. 1341, second paragraph of the civil code, the Customer 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 Customer 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 Customer

Annex A

Manufacturer's Warranty Conditions

(applicable in case of purchase of Components)