

STANDARD CONDITIONS OF SALE - SPECIFIC ANNEX APPLYING TO R&O SERVICES

C1 - GENERAL

This Specific Annex, subject to SCS, is applicable to the sale of Services in relation to repair, overhaul, standard exchange, inspection and modification of Parts performed by the Seller to any Customer in order to maintain and/or operate Helicopters.

C2 - PURCHASE ORDERS/QUOTATIONS

The Customer shall issue for each Parts sent to the Seller for R&O Service, an Order with the following information, if relevant:

- o Order number / reference of the Seller's Quotation
- o Type of work requested (inspection, repair, overhaul, modification, standard exchange)
- o Applicable Technical Data
- o Type, version and serial number of the Helicopter
- o Part number and serial number of the Part
- o Description
- o Price
- o TSR, TSO, TSN and TBO
- o Modifications carried out on the subject Part,
- o Nature of complaint or reason for removal
- o Delivery date of need
- o Location / delivery address / mode of shipment
- o Invoice address and VAT number
- o Requested release documentation.

If the Technical Data information is not provided by the Customer, the Seller reserves the right to perform the R&O Service according to the Technical Data in force known by the Seller.

It is understood between the Parties that the Seller shall either carry out the R&O Service in its own workshops or have such reconditioning carried out by a Seller selected workshop. In both cases, the TAT indicated in the Quotation or in the R&O prices catalogue is given for information purposes only.

For Parts with fixed price listed in the Seller R&O prices catalogue, the Customer grants to the Seller the right to proceed to the repair and invoice the work at such price (*).

In case of Parts with fixed price which may be subject to additional tasks (refer to "exclusions" in the R&O prices catalogue), an additional Quotation may be issued by the Seller after inspection of the Part, if some components excluded from the fixed price finally need to be replaced (*).

For the Parts with basic price and for the other Parts, a Quotation will be drawn up by the Seller after inspection.

(* A Quotation will be issued for additional costs and increased lead-time for Parts:

- o which have been improperly(**) used, maintained, installed, repaired or overhauled, stored or freighted by the Customer,
- o involved in incidents or accidents,
- o having suffered external damage,
- o with missing parts,
- o for which the requested release documentation is not proposed in the R&O prices catalogue.

(**) otherwise than in accordance with the manuals, documentation and instructions delivered by the Seller.

If the Customer does not accept the Quotation, the inspected Part will be returned as is(***) by the Seller at the Customer's request and at the latter's expense. The inspection, administration, packaging and transportation costs will be invoiced to the Customer by the Seller.

The Quotation remains valid for two (2) months from the date of issue. In the absence of Customer's approval after said timeframe, the Seller reserves the right to either extend or update the Quotation and reserves the right to invoice storage fees to the Customer. The

updated Quotation remains valid for one (1) month from the date of issuance. Should the Customer choose not to approve the updated quotation within the said timeframe, the Seller reserves the right to return the inspected Part as is(***) and at Customer's expense; in such case, inspection, administration, packaging and transportation(***) costs will be invoiced as applicable to the Customer.

If a Part is deemed non-repairable or unserviceable after inspection (and/or for some cases during repair), the Seller will either scrap it with prior Customer's consent or return it as is(***), at Customer's expense: inspection, administration costs and, as applicable, scrapping or packaging and transportation (***) will be charged to the Customer.

(***) Part status after inspection: assemblies are disassembled, painting may be stripped out, components are inspected, used oil and parts subject to systematic replacement have been removed.

(****) In case the Seller cannot handle the transportation for any reason whatsoever, the Seller shall inform the Customer accordingly and as from one (1) month from the receipt of the notice by the Customer having not picked-up its Part by its own and only if no validation of the updated Quotation is returned duly signed by the Customer, the Seller reserves the right to scrap the Part without any specific formality other than the here-above described notice; in such case, inspection, administration, storage fees and scrapping costs will be invoiced to the Customer and the Seller shall not be held liable in relation to such scrapping.

If the Part has been previously repaired in a service centre not approved by the Seller, the Seller reserves the right to repair the Part according to its own standards.

C3 - RETURN OF PARTS AND INCOTERMS

C3-1 Return of Part

Prior to any return of Part, the Customer shall provide the Seller with the associated certified component history or logcard duly completed when relevant in order to obtain from the Seller a RMA number. Any Part sent by the Customer at its expenses for R&O Service shall be sent to the Seller, packed – to the location as specified in the RMA or in other documents provided by the Seller.

The Customer shall send together with the Part the following documents:

- o Order
- o Original Logcard duly completed, when relevant or certified component history
- o Delivery note
- o Material Return Sheet with RMA number provided by the Seller.

If the Customer fails to send any of the here-above described documents within three (3) weeks after Seller's reminder, the Seller shall return at Customer's expense the initial Part to the Customer without any work performed.

If the method of shipment is not stipulated in the Contract, transportation shall be at Seller's discretion and at Customer's expense. The Seller shall not be liable for any loss or expenses due to the selection of forwarder/carrier or mode of transportation. Any claims for damage shall be made by the Customer directly to the forwarder/carrier.

C3-2 Delivery and Incoterms

Unless the Order stipulates another Incoterm, the repaired/overhauled/standard exchange Part shall be at Customer's disposal packed Free Carrier (FCA) Incoterms® 2020 at the Seller's facility specified in the Quotation or in other documents provided by the Seller. If several Parts are sent for R&O Service, the Seller has the right to make partial deliveries.

Should the Customer's container be damaged during the transport from the Customer's location to the Seller premises, the Seller reserves the right to send a quote to the Customer in order to provide the Customer with either its repaired container, or a used one or a new one.

C4 - SPECIFICITIES

C4-1 Standard exchange

The standard exchange for a Part rentals supplying the Customer with another reconditioned Part of the same reference or a functionally equivalent one and in airworthy condition to replace the Part which has been removed and returned to the Seller for repair.

The standard exchange is based on the effective availability of an exchange Part. If the Part is available, the Customer's Order shall be recorded by the Seller, then the Part will be made available within forty eight (48) hours. If the Part is not available under standard exchange Service, the Seller could propose alternate solution on Customer's request. To improve Part availability, the Customer is encouraged to forecast the exchange of a Part requiring an overhaul at least two (2) months in advance.

The exchange Part shall become the Customer's property and the removed one shall become the Seller's property. The Customer cannot request return of the removed Part (Core Unit).

If the exchange Part is delivered in a consigned container, the Core Unit will be returned in this consigned container. After reception of the Core Unit from the Customer and release of discrepancies by the Seller, the Seller reserves the right to invoice additional costs after inspection related to the status of the Core Unit.

The standard exchange is only applicable to Parts for which have been used, maintained, installed, repaired or overhauled, stored or freighted in accordance with recommendations stated in the Technical Data of the Helicopter type.

The Customer shall return the Core Unit Delivered At Place (DAP) Incoterms® 2020 and its title of ownership within four (4) weeks for airframe and two (2) weeks for engines after the delivery of the exchange Part. In case of delay with regards to the above-mentioned lead-time, the Seller shall be entitled to invoice the Customer for liquidated damages equal to ten per cent (10%) of the ordered standard exchange; such liquidated damages shall not be refundable. If the Customer fails to return the Core Unit within the eight (8) weeks after the delivery of the exchange Part the standard exchange rule shall no longer be applicable and the Seller reserves the right to invoice the exchange Part at the price of a used one or a brand new one if a brand new one was delivered, plus non-refundable administrative costs.

If the Core Unit is delivered without an updated logcard (e.g. hours or cycle missing or incorrect) the Seller will inform the Customer at technical filtering step and will be then entitled to invoice storage fee to the Customer up to the receipt of the updated logcard. Failing a reply from the Customer within two (2) months, the Seller will scrap the impacted components and the additional costs for replacement of these components shall be charged to the Customer.

Following inspection and in the event that the Core Unit cannot be repaired, standard exchange rules will not be applicable and the Seller reserves the right to invoice the exchange Part at the price of a used one or a brand new one if a brand new one was delivered.

For any Part subject to TBO limit, the Seller shall usually supply an exchange Part with full potential (i.e. TSO is null). If the Seller supplies a Part which does not have a full potential, the standard exchange price shall be then adjusted by the Seller pro rata the remaining potential.

C4-2 Reduced and secured TAT option

The Seller is proposing for a selection of Parts a reduced and secured TAT option, i.e. a repair or an overhaul performed within a reduced and secured TAT under the conditions defined in this article. Said Parts are identified in the R&O catalogue.

By exercising the said option in a R&O Order, if the actual TAT of the purchased repair or overhaul exceeds the reduced TAT as stipulated in option in the catalogue or the Quotation, the Customer grants to the Seller the right to provide the Customer with a standard exchange instead of the repair or overhaul as applicable, at the same price of the ordered repair or overhaul including, if any, additional costs in case of events mentioned in article C2 (Ref to (*)).

If the Seller proceeds with a standard exchange:

- in case of an overhaul Order of any Part subject to TBO limit, the Seller will usually supply exchange Parts with full potential (i.e. TSO is null). If the Seller supplies a Part which does not have a full potential, the overhaul price will be then adjusted by the Seller pro rata the remaining potential.
- in case of a repair Order, in case of different TSO between the exchange Part and the unserviceable Part, a detourment or betterment calculation shall apply on the repair price taking into account TSO and TBO.
- in the event that the unserviceable Part cannot be finally repaired, the Seller reserves the right to invoice the exchange Part at the price of a used one or a brand new one if a brand new one was delivered.

C4-3 Dynamic assembly

If, in the frame of a R&O Order, a dynamic assembly component has to be repaired, the Seller reserves the right to replace it by a component from the Seller's pool. The Seller shall ensure that the provided component has sufficient potential to reach the next assembly TBO limit; but the difference of potential between the exchanged components will not be subject to detourment nor betterment of the R&O Order price.

Any Part delivered by the Seller after overhaul shall be at least in the same reference standard as the Part received from the Customer.

In case of repair Order, final test on bench could reveal extra non-conformities. In that case, a quotation for corresponding additional work may be issued.

C4-4 Structural elements

Structural elements, repaired, modified or exchanged, will be sent to customer painted with primary paint on external side.

C4-5 Investigation

On Customers' request, the Seller is prepared to carry out an investigation on the Part sent to the Seller. In this case the Seller will charge the Customer for the costs incurred, even if the Customer chooses not to have the work performed by the Seller. Said costs will not be charged if the concerned Part is deemed to be covered by the Seller's warranty.

C5 - AIRWORTHINESS

In accordance with the civil aviation regulation, the Seller will use the following words to indicate the status of the Part(s) being released: "OVERHAULED", "INSPECTED", "MODIFIED", or "REPAIRED".

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

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

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

Date

Customer Signature

Without prejudice to the choice of law applicable to this Contract, to any necessary extent the Customer declares to have read and specifically approves the following clauses: C2 - PURCHASE ORDERS/QUOTATIONS; C3-1 - Return of Part; C4-1 - Standard exchange; C4-2 - Reduced and secured TAT option; C4-3 Dynamic assembly; C5 – AIRWORTHINESS.

Date

Customer Signature
