

Part 1 Conditions of Purchase

Standard Purchase Order Terms and Conditions

By agreeing to provide or sell the parts and/or services set forth on this Purchase Order to KCI Enterprises, Inc. d/b/a KCI Aviation, Seller agrees that such terms and conditions shall apply exclusively to all parts and services sold or supplied to KCI Aviation **and each of its divisions and subsidiaries** (collectively, "KCI Aviation") and that such terms and conditions shall supersede any terms and conditions on Seller's forms unless otherwise stated on this Purchase Order or agreed to in writing by KCI Aviation.

1 Purchase Order Reference

This KCI Aviation Purchase Order number must appear on all correspondence, invoices, packages, packing lists and shipping documents. All Seller references including Sales Order number, Invoice number, Packing List Number or any other references included on FAA 8130-3, EASA Form One (or equivalent), must match identically on all the paperwork. No deviation including suffix or prefix causing variation in any references shall be permitted and shall be grounds for part rejection. Only original paperwork will be accepted for factory new parts. Copies of Airworthiness Releases are grounds for rejection.

2 Pricing

Payment terms are net 30 calendar days from the date of the invoice issued by Seller to KCI Aviation. Payment for products or services under a purchase order prior to inspection and final acceptance by KCI Aviation shall not constitute an acceptance thereof.

3 Shipping and Packing

Parts will be shipped Free Carrier (FCA – Incoterms 2020) Seller's facility and must be packaged in accordance with ATA Specification 300.

- 3.1 Each Life Limited Part must be in its own crate and not stacked or comingled with any other parts.
- 3.2 Parts that are not in OEM packaging must have the part number (and Serial Number, if applicable) clearly and fully legible on each part by means of a data plate, ink stamping, engraving or other approved method of fireproof identification that is placed on the part on a non-critical surface.
- 3.3 No charges shall be made for insurance, packaging parts or packaging unless specifically stated on this Purchase Order. Seller will coordinate shipping instructions with KCI Aviation for shipments over 75 lbs.
- 3.4 Hazardous/dangerous goods must be packaged in accordance with IATA/ICAO specifications for air carriage. Parts incorrectly packaged shall be subject to rejection by KCI Aviation. **DECLARATION, DOCUMENTATION AND PLACARDING OF DANGEROUS AND HAZARDOUS GOODS IN ACCORDANCE WITH FEDERAL CODE REGULATIONS TITLE 49, ICAO ANNEX 18 AND IATA DANGEROUS GOODS REGULATIONS IS THE RESPONSIBILITY OF THE SELLER/SHIPPER.**

4 CUSTOMS DOCUMENTATION

For all International shipments to KCI Aviation, a detailed description, country of manufacture, harmonized tariff code for each part is required on the Seller's pro-forma or commercial shipping invoice. International shipments will also include a statement of "Civil Aircraft Parts" on the invoice.

Seller is responsible for the accuracy of all customs documentation. Seller warrants to KCI Aviation that the parts specified in this Purchase Order is being sold at prices equivalent to what Seller would sell to others in the country of origin. Seller will indemnify and hold harmless

KCI Aviation from any duty or charge that may be assessed by the United States Government for violations of the Anti-Dumping Act.

5 Traceability

All parts must be traceable to the following FAA approved sources: FAR parts 121, 129, 145 or the OEM; EASA part 21 and part 145.

- 5.1 Copies of all traceability documents must be included with all shipments. An 8130-3 with dual release or EASA Form 1 with dual release, as applicable, must accompany all NEW AND MAINTAINED parts. All maintenance release forms must be the original documents issued by the OEM or an authorized repair facility and must include a workshop report as applicable.
- 5.2 All parts obtained via an aircraft or engine teardown must include a removal tag that identifies the quantity, part number, serial number, engine serial number or aircraft serial and tail number from which the part was removed and the repair station number or mechanic's license number. The removal tag must have the teardown agency's name, be signed and dated.
- 5.3 All parts shall have been clearly and continuously identified from the time that it was removed from an engine or aircraft with information that would allow the following information to be tracked: last operator, engine/aircraft of origin, serviceability status, and reason for rejection if applicable.
- 5.4 If a part has been rejected for cause since its last operation, all documents originally received with the part by the supplier, including any documents indicating the item has been rejected for cause; must be maintained and provided to KCI Aviation. If the part is sent by the supplier for repair evaluation, then such documents must accompany the part if available and the reason for the part being declared rejected must be clearly communicated to the entity repairing the part if the reason is known.
- 5.5 Documents identifying the part and its condition must accompany the part at all times and must not be separated from the part unless removed by an approved Part 145 Repair Station.
- 5.6 The Seller will not perform or have performed any kind of maintenance or alteration on the part including cleaning of any kind, and must leave the part in the condition it was received unless the maintenance or alteration is performed in accordance with approved technical data and in compliance with FAR Part 43. The removal of any markings done by a certified repair station to indicate that the part was rejected is not permitted unless accomplished by a certificated repair station.
- 5.7 The maintenance release shall identify all Airworthiness Directives incorporated.

6 Certifications and Quality Requirements

- 6.1 **Q Clause 1: Certificate of Conformance (C of C)/Parts Certification Requirement**
All certifications from ALL previous operators must be included and must contain a non-incident release statement and confirm that parts were not obtained from any government or military source and have not been subjected to severe stress or heat (as in a major engine failure, accident, or fire) or submersed in water. A C of C or parts certification and packing slip referencing part number, serial number, condition, description and manufacturer must be included for all trace entities. Each manifest must be on company letterhead, signed and dated. By providing a C of C or parts certification, the seller acknowledges the requirements of KCI Aviation purchase order have been fully met.

6.2 **Q Clause 2: Lots Segregation Requirement**

The Seller shall not mix different date codes or production lots and shall not combine new surplus parts with factory new parts. Parts may be submitted in one shipment provided the different date codes and lots are identified and segregated.

6.3 **Q Clause 3: Quality Records Retention Requirement**

The seller's product, process control and quality records shall be retained at the Seller's location for a minimum of 7 years from the date of shipment unless a different record retention requirement is stipulated on KCI Aviation purchase order. The Seller shall also provide quality records upon request.

6.4 **Q Clause 4: Right of Access Requirement**

The Seller shall permit KCI Aviation staff, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. This includes for surveillance or investigation in order to verify the quality of work, records and conformance of purchased products to specified requirements.

6.5 **Q Clause 5: Part Number Change Requirement**

Alternate or equivalent part numbers must be approved prior to shipment and acceptance by KCI Aviation Quality and Purchasing Department.

6.6 **Q Clause 6: Notification of Nonconforming Product**

The Seller shall notify KCI Aviation of any nonconforming processes, products, or services and obtain approval for their disposition. The Seller shall also ensure the flow down of KCI Aviation requirements or their customers to sub-tier suppliers as required. All sub-tier suppliers shall have an effective quality management system in place as per acceptable industry standards

6.7 **Q Clause 7: Shipment of Shelf Life Parts**

The Seller may only ship parts that has a minimum of 75% shelf life remaining on age-controlled items, and identified with the manufacturer date OR cure date, and expiration date. KCI Aviation has the right to reject and return any parts received that does not meet this requirement.

6.8 **Q Clause 8: Product Maintenance Requirement**

All work performed must have been performed in accordance with the OEM manual and noted in Block 12 of the maintenance release tags (8130-3, EASA Form 1 or TCCA Form 1). All inspections and repairs performed must be noted either on the maintenance release forms or the workshop reports.

6.9 **Q Clause 9: Product Awareness**

Ensuring that persons are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.

6.10 **Q Clause 10: Competence**

Vendor agrees that it will employ qualified personnel where necessary to satisfy the requirements of this order.

6.11 **Q Clause 11: Quality Management System**

Vendor shall maintain a quality management system which is acceptable and appropriate for the items supplied and shall comply with general industry standards. Vendor shall use customer-designated or approved external providers, including process sources. KCI Aviation is to be notified of changes to processes, products, or services, including changes of their external providers or location of manufacture.

6.12 **Q Clause 12: Prevent the use of suspected unapproved, unapproved, and counterfeit parts**

Vendor shall maintain a quality management system which is acceptable and appropriate for the items supplied and shall comply with general industry standards.

6.13 **Q Clause 13: External Provider Performance**

KCI Aviation monitors the performance of all external providers. All external providers with rejection rate of 5% or greater will be notified in writing.

- 6.13.1 All EA, IEN, DER, Departure Records or CDRs must be approved by KCI Aviation in advance and prior to shipping. Seller may not substitute with PMA parts without prior authorization from KCI Aviation.
- 6.13.2 All serviceable parts with current maintenance release will carry a minimum of a six (6) month warranty and overhauled and new condition parts will carry a minimum of a one (1) year warranty from the date of purchase. All other parts are guaranteed repairable and will be returned to Seller if deemed BER.
- 6.13.3 All Work in Process or items currently at repair must have work scopes approved by KCI Aviation prior to shipping the parts.
- 6.13.4 All parts are subject to KCI Aviation's final acceptance. This includes parts that have been rejected for physical, document or cosmetic issues.
- 6.13.5 The seller, where appropriate, shall flow down to the supply chain the applicable requirements or that of their customer where defined.

7 Indemnification by Seller

Seller hereby agrees to indemnify, release, defend and hold harmless KCI Aviation and its affiliates and its and their directors, officers, employees, agents, representatives, successors and assigns against any and all suits, actions or proceedings at law or in equity (including, without limitation, the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from, without limitation, any and all claims demands, losses, deficiencies, damages, settlements, judgments, assessments, fines, penalties, costs, expenses or liabilities, to any person or entity whatsoever (including, without limitation, Seller's and KCI Aviation's employees or any third party), or damage to any property (including Seller's property) arising out of or in any way connected with the performance of services or the furnishing of parts under these Terms and Conditions or any purchase order, regardless of whether any act, omission, negligence (including any act, omission or negligence relating to the manufacture, design, repair, service or installation of any parts furnished hereunder) of KCI Aviation or its affiliates or its or their directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto.

8 Confidential Information

Seller agrees to hold KCI Aviation's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" means any information that Seller receives or otherwise has access to incidental to or in connection with the parts provided or services performed by Seller:

- 8.1 whose confidential nature has been made known by the disclosing party, orally or in writing, to the receiving party; or
- 8.2 which a reasonable person under like circumstances would treat as confidential due to its character and nature.

- 8.3 Seller agrees not to make KCI Aviation's Proprietary or confidential Information available in any form to any third party or to use such Proprietary or confidential Information for any purpose other than as specified in this Agreement. KCI Aviation's Proprietary or confidential Information shall remain the exclusive property of that party.
- 8.4 Notwithstanding termination or expiration of this Agreement, the parties agree that the obligations of confidentiality with respect to Proprietary or confidential Information shall continue in effect for a period of two (2) years from the date of termination.

9 Assignment

No rights and/or obligations arising under these Terms and Conditions may be assigned or delegated by Seller unless expressly agreed to in writing by KCI Aviation. KCI Aviation may assign and/or delegate all or any part of its rights and/or obligations hereunder.

10 Cancellation

KCI Aviation reserves the right to terminate this Purchase Order or any part hereof by written notice and to refuse to accept delivery or, at Sellers cost, to return goods already delivered: (a) at any time prior to acceptance by KCI Aviation, (b) if shipment is made later than the date specified or not within a reasonable time if no time is otherwise specified, (c) if Seller breaches or anticipatorily breaches any of the terms of the Purchase Order (including any express or implied warranties of Seller), (d) if Seller makes an assignment of creditors, or bankruptcy proceedings are instituted by or against Seller or a receiver or trustee is appointed for Seller's assets, or (e) if Seller or any shipments are not in accordance with KCI Aviation's shipping instructions.

Part 2 Aircraft Maintenance Services Agreement – General Terms and Conditions

APPLICATION

- 1.1 These General Terms and Conditions set forth the terms and conditions governing the provision of all Services by KCI to a Customer.
- 1.2 These General Terms and Condition shall exclusively apply to and shall govern all quotations, contract negotiations and any agreement pertaining to the rendering of the Services and provision of Supplies by KCI to the Customer, notwithstanding and irrespective of what is stated in or on any orders, letters, general conditions and any other documents issued by or on behalf of the Customer, unless expressly agreed in writing by KCI.

2 DEFINITIONS AND INTERPRETATION

- 2.1 The following words and expressions shall have the meanings hereby assigned to them in these General Terms and Conditions:
 - (a) "Airworthiness Directive" or "AD" means Airworthiness Directives issued by the relevant NAA;
 - (b) "Aircraft" means the aircraft, including all of its engines, auxiliary power unit, fitted components and documentation pursuant to which KCI may perform Services upon; "Aircraft Hangarage Services" means the secure storage by KCI of the Aircraft in the Hangar; and the positioning of the Aircraft in and out of the Hangar to an allocated parking bay by KCI;
 - (c) "Aircraft Work Authorization" means the form issued by KCI to the Customer setting out, inter alia, the Services to be performed by KCI in respect of a particular work order which is to be countersigned by the Customer's authorized representative providing the Customer's authorization for KCI to perform such Services, to include, Taxiing and the operation of the Aircraft for the purposes thereof;
 - (d) "Airworthiness Data" means the following up to date data as approved by the Customer's NAA: Maintenance Manuals, Wiring Diagrams, Trouble Shooting Manuals, Minimum Equipment List, Operations Manual, Flight Manual, "Aircraft" Maintenance Program, Illustrated Parts Catalogue, Airworthiness Directives, any drawings and data related to but not limited to major repairs and modifications, relevant work cards, any other documents and related information;
 - (e) "AMP" means either the Customer's approved maintenance program or aircraft maintenance schedule (or AMS) current at the time of the provision of the Services by KCI to the Customer;
 - (f) "Charges" means such fees and charges agreed by the Parties in respect of and incidental to the provision of Services and Supplies by KCI to the Customer as may be agreed under a Maintenance Services Contract; Hangarage Services Contract or otherwise;
 - (g) "Commercial Terms" are those commercial terms and conditions which accompanies a Maintenance Services Contract;
 - (h) "CRS" means any Certificate of Release to Service issued by KCI;
 - (i) "Customer" means that natural or legal person who requests the provision of Services from KCI and KCI accepts any such request;
 - (j) "KCI" means KCI MRO Services;
 - (k) "EASA" means the European Aviation Safety Agency.
 - (l) "FAA" means the Federal Aviation Administration of the United States of America;
 - (m) "Facility" means KCI's maintenance facilities at Bridgeport or Buckhannon-Upshur Airport;

- (n) "Force Majeure Event" has the meaning ascribed to it in Clause 15.1 of these General Terms and Conditions;
- (o) "Governing Jurisdiction" means the legal jurisdiction governing these General Terms and Conditions agreement;
- (p) "Hangar" means the hangar of KCI located at parking bay E34 at Dubai International Airport or such other hangar agreed between the Parties;
- (q) "Hangarage Services Contract" means a contract between KCI and a Customer relating to the provision of the Aircraft Hangarage Services;
- (r) "Indemnified Parties" means KCI, its affiliates, owners, agents and sub-contractors and its and their respective employees, officers and directors, successors and assigns
- (s) "Input Date" means the date on which any Services are scheduled to commence, and the Aircraft has been delivered to the Facility and made available to KCI, as agreed;
- (t) "Items" means the spare parts, goods, equipment, accessories and any other items utilized by KCI in performance of the Services;
- (u) "Maintenance Conditions" means the schedule of terms and conditions which accompanies the Maintenance Services Contract relating the regulatory maintenance and services obligations between KCI and the Customer;
- (v) "Maintenance Approval" means the appropriate airworthiness authority approval held by KCI which is valid for the provision of the Services;
- (w) "Maintenance Services Contract" means a contract between KCI and a Customer relating to the provision of the Services;
- (x) "Man-hour" means the exclusive allocation of one man (fitter, mechanic, technician, inspector or otherwise) to any specified Service for an elapsed time of one hour or part thereof pro-rata;
- (y) "NAA" means the relevant National Airworthiness (Aviation) Authority;
- (z) "NAA's Requirements" means any such law and regulation as directed, ordered and administered by the applicable NAA to the Customer and/or to KCI relating to the operation and/or maintenance of the Aircraft;
- (aa) "Parties" means collectively KCI and the Customer; "Party" means individually KCI and/or the Customer as applicable;
- (bb) "Re-Delivery Date" means the time and date on which Services are completed and the Aircraft or Item is made available to the Customer for redelivery;
- (cc) "Relevant Period" means the period commencing the Input Date and ending on the Re-Delivery Date;
- (dd) "Services" means any services agreed to be performed by KCI for the Customer including, but not limited to, Aircraft maintenance services and Aircraft Hangarage Services;
- (ee) "Service Bulletin" or "SB" means the Service Bulletins and Kits issued by the Original Equipment Manufacturer from time-to-time;
- (ff) "Supplies" means such supplies provided by KCI as required in the performance of Services in accordance with these General Terms and Conditions and shall include, but is not limited to, spare parts, materials, goods or equipment supplied or fitted, consumables, oils, fluids and hardware;
- (gg) "Taxes" means any and all sales, use, business, gross income, personal property, transfer, fuel, leasing, value added, excise, gross receipts, franchise, stamp, income, levies, imposts, withholdings or other fees, taxes or duties of any nature, together with any penalties, fines, charges or interest thereon;
- (hh) "VAT" means value added tax (as required) in accordance with the provisions of the various Government entities requiring Value Added Tax and the related Executive Regulation, orders and directives.

- (ii) "Warranty" has the meaning ascribed to it in Clause 6.1 of these General Terms and Conditions;
- (jj) "Warranty Period" has the meaning ascribed to it in Clause 6.1 of these General Terms and Conditions.

2.2 In these General Terms and Conditions:

- (a) any reference to:
 - (i) an agreement or instrument is a reference to the agreement or instrument as amended or novated;
 - (ii) a "person" includes any person, firm, company, corporation, government, state or agency of a state or any two or more of the foregoing;
 - (iii) the Customer or KCI shall, where the context permits, include their successors and permitted assigns;
 - (iv) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental body, agency, department or regulatory, self-regulatory or other authority or organization;
 - (v) a provision of law is a reference to that provision as amended or reenacted; and
 - (vi) a clause is a reference to a clause of these Terms and Conditions;
- (b) words importing the plural include the singular (and vice versa);
- (c) the interpretation of general words shall not be restricted by being preceded by words including a particular class of acts, matters or things or by being followed by particular examples; and
- (d) section and clause headings are for ease of reference only.

3 SERVICES

- 3.1 KCI agrees to provide the Services to the Customer at the Facility or at such other location agreed between the Parties.

4 OBLIGATIONS OF THE CUSTOMER

- 4.1 The Customer warrants that during the Relevant Period, as at the Input Date and at all material times:
 - (a) it has or shall obtained all relevant approvals required from the NAA to allow the Aircraft to be delivered to KCI for the performance of the Services;
 - (b) the Aircraft has or shall have been maintained in accordance with the AMP and the NAA's Requirements; and
 - (c) the current condition and all defects in the Aircraft which should be reasonably known to the Customer are notified to KCI.
- 4.2 The Customer represents and warrants (where applicable) that, if it is not the owner of the Aircraft, that it has the full authority and consent of the owner to enter into and perform the Maintenance Services Contract and/or Hangarage Services Agreement as if the owner of the Aircraft were a party to it.
- 4.3 At the Customer's sole risk and expense, the Customer undertakes to KCI that it shall:
 - (a) maintain responsibility for maintenance management control of the Aircraft or Engine;
 - (b) respond with timely decisions on all matters or queries of whatsoever nature as and when referred to it by KCI during the Relevant Period;
 - (c) prior to the Aircraft being delivered, provide KCI with access to the Airworthiness Data in accordance with the AMP; and

- (d) comply with all Customs and Excise requirements for the delivery of the Aircraft and Items or for the performance of the Services prior to delivery of the Aircraft or Items to KCI for the provision of the Services.

5 OBLIGATIONS OF KCI

- 5.1 KCI shall perform the Services in accordance with:
 - (a) the relevant NAA's Requirements; and
 - (b) the AMP.
- 5.2 During the Relevant Period, KCI shall maintain its Maintenance Approval.

6 WARRANTY

- 6.1 KCI warrants (the Warranty) that the Services carried out (excluding painting) for the Customer shall be free from defective workmanship for Three (3) months or one hundred (100) flights hours of the Re-Delivery Date, whichever is earlier (the Warranty Period).
- 6.2 In order to avail the Warranty, the Customer must:
 - (a) notify KCI in writing within fourteen (14) days of discovering the defect;
 - (b) give KCI access to the Aircraft as soon as reasonably practicable after the defect was discovered in order to assess the defect; and
 - (c) demonstrate that the defect was due to faulty workmanship and / or any faulty materials provided by KCI and / or any third party whom KCI has expressly authorized to perform any work or Services during the Relevant Period.
- 6.3 The obligations of KCI under the Warranty are expressly limited to the costs of labor and materials required to replace and/or repair the defect at the Facility or a mutually agreed location, provided that, the Warranty shall not apply in the event that:
 - (a) the Customer or a third party appointed by the Customer have attempted to repair the defect without the prior inspection and/or authorization of KCI; or
 - (c) the Customer has not taken all precautions to prevent an aggravation of the damage, or
 - (d) the defect is attributable to a latent defect, rust, corrosion or the entry of any foreign materials or lightning strike; or
 - (e) the Aircraft was not operated in accordance with the instructions of KCI, the Aircraft's flight manual, maintenance manual or component maintenance manual and/or any other applicable instructions, including SBs and ADs whether of the manufacturer, the NAA or otherwise.
- 6.4 In the event that it is necessary to perform the work arising from the Warranty at a location other than the Facility, KCI's liability in this case shall be limited to the lesser of
 - (a) the reasonable cost of direct labor and items required to complete such work, and
 - (b) where (at the Customer's request) the work is carried out other than at KCI's Facility the cost that would have been incurred if KCI had done the works at KCI's Facility. If the Aircraft and/or Item are required to be moved from its current location to the place where the Warranty repair is to be carried out, then such transportation costs will be at the Customer's expense.
- 6.5 Except as expressly stated herein, KCI makes no other warranty and shall not be liable under any other warranties whether expressed or implied.
- 6.6 The Warranty is in lieu of all other warranties, either expressed or implied, including any warranties of merchantability or fitness for a particular purpose, except as otherwise specifically provided herein or by applicable law. KCI shall not be in any way be liable or responsible to the Customer under this Warranty clause in the event any monies due or owing hereunder has not been paid by the Customer to KCI on its due date.
- 6.7 This Warranty in this Clause 6 does not apply to Hangarage Services.

7 INDEMNITY AND LIABILITY

- 7.1 Other than the Warranty provided to the Customer in Clause 6 or the liabilities set out in this Clause 7, all conditions, warranties, representations or obligations whether express or implied, statutory or otherwise, which may impose any liability on KCI arising directly out of or in connection with the performance of the Services are hereby expressly excluded, waived and renounced by the Customer.
- 7.2 KCI shall not be liable for the loss of or damage to the Aircraft or the Customer's property, injury to or death of any person, howsoever arising from an act or omission of the Indemnified Parties unless directly caused by KCI's negligence or with intent to cause such damage, death, injury or loss or done recklessly and with knowledge that such damage, death or loss would probably result.
- 7.3 Save as expressly provided in Clause 8.1, to the full extent permissible under the applicable law, the Customer hereby indemnifies and forever holds harmless the Indemnified Parties from and against any and all claims, demands, proceedings, costs, expenses (including but not limited to legal fees and disbursements) and liabilities irrespective of when the same shall be made or incurred and howsoever arising and of whatsoever nature whether in any tort, in contract, statute or otherwise at law in respect of:
- (a) loss of or damage to any property (including, but not limited to, the Aircraft and the Customer's property); and
 - (b) death of or injury to persons including but not limited to the Customer's employees, officers and directors, third parties, customers, passengers, agents and subcontractors; and
 - (c) any infringement of third-party rights including patents trademarks, trade names, copyright or other intellectual property rights, arising from the performance or provision of the Services including (without limitation) any rights vested in information supplied by the Customer for use by KCI in performing the Services; and
 - (d) any act or omission of the Customer, its employees, officers and directors (including, but not limited to, personnel of the Customer's agents and subcontractors), and any third parties; arising out of or in connection with or in consequence of the performance of the Services; and
 - (e) all claims for Taxes arising from the provision of the Services, which result from the Customer's failure to properly import into or export from the UAE the Aircraft or Item.
- 7.4 In no circumstances will the Indemnified Parties be liable whether in tort (including negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, Aircraft finance costs; cost of capital whilst the Aircraft is out of service, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special indirect or consequential or pure economic loss, costs, damages, charges or expenses.

8 INSURANCE

- 8.1 KCI warrants that it shall maintain in full force and effect during the Relevant Period Hangar Keepers and Aircraft Product Liability Insurance evidence of which shall be provided to the Customer upon the Customer's reasonable request.
- 8.2 The Customer undertakes to obtain and maintain in full force and effect during the Relevant Period insurance on terms acceptable to KCI in respect of the Aircraft, parts, goods, property, and personal including:
- (a) Aircraft Third Party, passenger legal liability insurance;
 - (b) Hull All and War Risks of Loss or Damage whilst flying and on the ground; and
 - (c) All Risk and War Third Party legal liability insurance.

- 8.3 The insurance procured by the Customer in accordance with Clause 8.2 shall:
- (a) expressly accept the terms of Clause 7;
 - (b) provide for insurers to waive any and all rights of subrogation against the Indemnified Parties;
 - (c) name KCI as additional insured for its respective rights and interests subject to a severability of interest clause and shall provide:
 - (i) that the Indemnified Parties shall not be prejudiced by any breach of warranty or other act or omissions by the Customer which may render a claim by the Customer under the policy void or voidable; and
 - (ii) such insurance shall be first to react and primary to any other similar cover already held by the Indemnified Parties.

9 FEE AND PAYMENT

- 9.1 KCI shall charge the Customer for all Services and Supplies provide at the rates agreed between the Parties (the Charges). Where no fee has been agreed in advance, KCI's published fee shall apply.
- 9.2 All prices quoted by KCI to the Customer are exclusive of Sales Tax or VAT. Where the Services, Supplies and charges applicable thereto are subject to Sales Tax or VAT, the Customer shall be liable and shall pay such Sales Tax or VAT to KCI at the prescribed rate.
- 9.3 Unless otherwise agreed between the Parties, KCI shall invoice and the Customer agrees to pay on delivery (the Due Date) for all services rendered.
- 9.4 If the Customer fails to make payment of any amount by the Due Date (Outstanding Debt), without prejudice to any right or remedy available, KCI is entitled to:
- (a) Charge the Customer interest on the Outstanding Debt at an annual rate of 1.5% per month on a monthly basis from the date on which payment was due to the date on which payment is made of the Outstanding Debt in full; and
 - (b) Suspend any performance of the Services and shall be entitled to remove the Aircraft from hangar and place it outside. In either case KCI shall be entitled to charge an additional daily amount in respect of hangarage and/or parking charges which shall accrue on a daily basis (or part thereof) as applicable from time to time at the applicable rate to be determined by KCI.
- 9.5 All costs of telegraphic transfer and bank charges incurred in connection with the supply of the Services shall be borne by the Customer.
- 9.6 All payments to be made by the Customer hereunder shall be made without set off or counterclaim and free and clear of and without deduction for or on account of any present or future taxes, charges, levies, imposts, duties. If the Customer is compelled by law to make the deduction the Customer will ensure that the deduction does not exceed the minimum legal liability therefore and the Customer shall pay to KCI such additional amounts as may be necessary to ensure that KCI receives a net amount equal to the full amount that would have been received had the payment not been made subject to such.
- 9.7 Any Taxes (other than those assessed upon or chargeable by reference to income or profits), duties, or other impositions or levies imposed by competent fiscal authorities upon any charge, matter or thing arising by reason of the supply of the Services or Supplies to the Customer (including, without limitation, VAT) shall be chargeable to the Customer.

10 LIEN

- 10.1 KCI shall have both a general and particular lien over the Aircraft, whether or not it is in KCI's possession, for all amounts which are due or shall become due from the Customer to KCI under any agreement between KCI and the Customer.

11 SUBCONTRACTING

- 11.1 KCI may not subcontract the whole or part of any particular Services without the prior written consent of the Customer, subject always to KCI adhering to the relevant NAA's Requirements and providing the Customer with relevant information when so requested.
- 11.2 The Customer may subcontract any third party to carry out work on the Aircraft whilst the Aircraft is in the Facility undergoing subject to receiving KCI's prior written consent which shall not be unreasonably withheld.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 Unless otherwise expressly agreed in writing, KCI owns the rights in the work product that KCI produces in providing Services to the Customer. Subject to payment of KCI's fees for Services provided, KCI grants to the Customer a nonexclusive license to use the work product for the purposes for which KCI produced it for the Customer. This license does not allow the Customer to give the work product to third parties unless KCI has specifically agreed to this in writing.

13 OWNERSHIP

- 13.1 Ownership of all Supplies remain vested in KCI until full payment has been received by KCI and in accordance with Clause 9, notwithstanding delivery of the Aircraft to the Customer.

14 EXPORT CONTROL

- 14.1 The Customer shall comply with the provisions and requirements of all export or import control laws, regulations or obligations imposed by and as amended from time to time of the United Arab Emirates, and any other or any other applicable country. 14.2 The Customer shall indemnify and hold harmless KCI from and against any and all claims, losses, damages, expenses, costs, demands, liabilities and proceedings suffered or incurred by the Customer and arising from or in respect of compliance with any of the provisions and requirements specified in Clause 14.1.

15 FORCE MAJEURE

- 15.1 "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of buildings, fire, explosion or accident; any labor or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service.
- 15.2 Provided it has complied with Clause 15.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of these General Terms and Condition or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

- 15.3 The corresponding obligations of the other party will be suspended, and it's time for Air performance of such obligations extended, to the same extent as those of the Affected Party.
- 15.4 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - (b) use reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 15.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) days, the party not affected by the Force Majeure Event may terminate the applicable agreement for the provision of Services by KCI by giving fourteen (14) days written notice to the Affected Party.

16 TERMINATION

- 16.1 The Customer may terminate any agreement for the provision of Services by KCI by serving written notice on KCI to take immediate effect if:
- (a) KCI is in breach of any of its obligations under these General Terms and Conditions and/or subject other terms and conditions agreed between the Parties and fails to remedy such breach within thirty (30) days of being requested to do so; and/or
 - (b) KCI makes any arrangement with or compounds with its creditors, has a receiver, administrator, liquidator or similar officer appointed, passes a resolution for or has a petition presented for or enters into administration or liquidation, ceases trading or is or becomes insolvent.
- 16.2 At KCI's option, KCI may suspend provision of the Services or terminate any agreement with the Customer for the provision of the Services by KCI with immediate effect by serving written notice on the Customer if:
- (a) the Customer is in breach of any of its obligations under these General Terms and Conditions and fails to remedy such breach within fourteen (14) days of being required to do so; and/or
 - (b) the Customer makes any arrangement with or compounds with its creditors, has a receiver, administrator, liquidator or similar officer appointed, passes a resolution for or has a petition presented for or enters into administration or liquidation, ceases trading or is or becomes insolvent.
- 16.3 In the event that either Party terminates an agreement for the provision of Services pursuant to Clauses 16.1 or 16.2, KCI shall cease the provision of the Services upon receiving such notice of Termination and notwithstanding that it may not have invoiced the Customer for the work performed and the Services provided, it shall be entitled to invoice and require immediate payment for the same for any Services completed prior to termination such payment to be effected in accordance with the payment terms.
- 16.4 Subject to KCI receiving full payment for the Services provided until the date of termination, upon termination of any agreement for the provision of Services as provided for in Clauses 16.1 and 16.2, without prejudice to any claim for damages arising from any breach of these General Terms and Conditions or any other terms and conditions which govern an agreement between the Parties, KCI shall:
- (a) provide the Customer with all relevant technical records data relating to the Aircraft and items at the date of termination (or withdrawal as appropriate); and
 - (b) meet all reasonable demands for additional information relating to work carried out on the Aircraft or any items during the period they were under KCI's control; and

- (c) complete any Services which remain uncompleted at the time of termination pertaining the relevant Aircraft Work Authorization provided that, on KCI's demand, the Customer makes immediate payment of all Charges applicable to that Aircraft Work Authorization.
- 16.5 Upon termination of an agreement between the Parties or any uncompleted part for any reason whatsoever:
- (a) any amounts owed shall immediately become due and payable forthwith;
 - (b) KCI may retake possession of any goods in respect of which ownership has not passed to the Customer; and
 - (c) KCI shall be entitled to cancel any further deliveries in terms of this or any other agreement with the Customer.
- 16.6 For Aircraft Maintenance Service Agreement Customers, the agreement shall automatically terminate in the event that no Services are availed by the Customer for the preceding period of twenty-four (24) months.

17 CONFIDENTIALITY

- 17.1 Subject to Clause 17.3 and unless otherwise agreed, all commercial terms and conditions (including the Commercial Terms) and all information including propriety information becoming available or coming into the possession or knowledge of either Party by virtue of an agreement for the provision of Services by KCI to the Customer or such an agreements performance shall at all times be treated by the parties hereto as confidential and shall not be published, disclosed or circulated except (and only insofar as is necessary) in connection with the performance by the Parties hereto of their obligations under these General Terms and Conditions or as required by the statutory authorities or for the purpose of legal proceedings relating thereto.
- 17.2 The Customer shall ensure that the obligation of confidentiality contained in this Clause 17 shall be brought to the notice of all its relevant employees, servants, principals and agents.
- 17.3 The obligations of the Parties under this Clause 17 shall survive and continue after the discontinuance or termination of the contractual relationship, including an agreement, or any part thereof and shall be binding on authorized assignees and successors in title of the parties hereto.

18 MISCELLANEOUS

- 18.1 These General Terms and Conditions and the terms of any agreement for the Provision of the Services and any other terms agreed in writing between KCI and the Customer in connection with the provision of the Services by KCI to the Customer constitutes the entire agreement between the Parties hereto in relation to its subject matter and no addition to or variation of it shall have any effect unless in writing and signed by persons duly authorized on behalf of each Party.
- 18.2 Neither Party hereto shall assign or transfer or permit the assignment or transfer of the Agreement, without the prior written consent of the other party hereto. Any purported assignment or transfer without such consent shall be null and void and of no force or effect.
- 18.3 Nothing in these General Terms and Conditions or any agreement between the Parties is intended or shall be construed to create or establish any partnership, joint venture or fiduciary relationship between the Parties unless expressly stating otherwise.
- 18.4 No failure or delay on the part of KCI to exercise any power, right or remedy under these General Terms and Conditions or any agreement between the KCI and the Customer shall operate as a waiver thereof, nor shall any single or partial exercise by KCI of any power, right or remedy.

- 18.5 If any provision of these General Terms and Conditions or any other agreement between KCI and the Customer is prohibited or unenforceable in any jurisdiction such prohibition or unenforceability shall not invalidate the remaining provisions thereof or affect the validity or enforceability of such provision in any other jurisdiction.
- 18.6 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these General Terms and Conditions.
- 18.7 The Customer will not and will procure that any shareholders, beneficial owners or guarantors of the Customer will not hire, solicit for hire or deal with any employee, any crew, ground staff or sub-contractor of KCI during the Relevant Period or for a period of one (1) year following the completion of the Services or termination without the prior written consent of KCI.

19 NOTICES

- 19.1 Any communication to be made under or in connection with these General Terms and Conditions shall be in the English language and be made in writing and made by letter, fax or email to the contact details exchanged between the Parties. Any substitute address, fax number or e-mail address shall be notified by one party hereto to the other party hereto by not less than seven (7) days prior notice. Any communication or document made or delivered by one person to another under or in connection with these General Terms and Conditions will only be effective if by way of fax or e-mail, when received in legible form; or if by way of letter, when it has been left at the relevant address or four (4) days after being deposited with a courier postage prepaid.

20 GOVERNING LAW AND JURISDICTION

- 20.1 These General Terms and Conditions and the contract and any non-contractual obligations arising out of or in connection with the provisions of the Services by KCI to the Customer shall be governed by and interpreted in accordance with The Laws of the State of West Virginia. It is agreed that any dispute or claim arising out of in connection with this contract or its subject matter, formation, performance, interpretation, nullification, termination or invalidation (including non-contractual disputes or claims) in any manner whatsoever between KCI and the Customer (the Dispute) shall be subject to the non-exclusive jurisdiction of the Courts of the West Virginia.