

STANDARD CONDITIONS OF SALE – SPECIFIC ANNEX APPLYING TO THE SALE OF SECOND-HAND HELICOPTERS AND ASSOCIATED SERVICES

F1 – GENERAL

The present Specific Annex is applicable to the sale of second-hand Helicopters including new or second-hand optional equipment, spare parts, tools, other equipment, documentation, technology, data, software and services provided to the Customer with the Helicopter(s).

F2 – DELIVERY

F2-1 Incoterms

Products shall be delivered Ex Works (EXW, INCOTERMS 2010 edition) at the Seller's facility specified in the respective Purchase Order, in fly away condition, tanks empty, unpacked. If no facility is specified, delivery shall be EXW Seller facility in Fort Erie, Ontario.

F2-2 Delivery dates

Products and associated Services will be delivered in accordance with the contractual delivery schedule.

F3 – TRAINING AND TECHNICAL ASSISTANCE

F3-1 Training

F3-1-1 General

At the Customer's request, pilot and technician training will be quoted separately for each Helicopter delivered at the prevailing rates established by the Seller. These training sessions may be organized and performed by the Seller or an approved and certified subsidiary or sub-contractor, and will be conducted at the Seller's designated delivery location.

F3-1-2 Pilot training

At the Customer's request, the Seller will provide ground training and flight conversion training (type rating) according to the basic program set up by the relevant Seller flight training department and the type of Helicopter concerned.

Should the Customer request the Seller to provide flight training, it shall be performed in the Helicopter(s) purchased by the Customer following the acceptance and transfer of ownership. These flights will be conducted under the responsibility of a Seller pilot acting as pilot in command, except in case of gross negligence or willful misconduct of the Customer.

In this case, any spare parts used during the training flights and not covered by the warranty will be invoiced to the Customer.

Reasonable insurance coverage of risks arising from training flights will be included in the Seller's insurance policy. The Seller will inform the Customer at its request of the extent of such coverage.

F3-1-3 Technician training

At the Customer's request, the Seller will provide a ground training course for an agreed-upon number of Customer's confirmed technicians. The Customer may also require operational training dedicated to the use of specific optional equipment.

At the Customer's request, such training can be supplemented by specialized courses given by the main vendors on a paying basis. In this case training is performed on maintenance benches and with spare equipment, previously ordered by the Customer.

F3-2 On site Technical Assistance – Secondment of the Seller personnel

At Customer's request, during the initial period of operation of the Helicopters, the Seller may provide at the Customer's location and on a date to be agreed upon, one (1) or more factory trained technical

representatives. In that case the Customer shall be charged at the prevailing rates established by the Seller.

The Seller's technical representatives, fluent in English or French, will remain subject to their national labour regulations. They will only be available during five (5) working days and without exceeding eight (8) hours a day and forty (40) hours per week.

Any additional expenses for the on-site support technical representatives shall be borne by the Customer, such as but not limited to:

- o Travelling expenses to the Customer's location and back.
- o Transport expenses within the Customer's country when on duty, including travel expenses from their place of residence to their place of work and back.

F4 – TECHNICAL PUBLICATIONS

F4-1 General

The Seller shall supply at no additional cost:

- o One hard copy of the Flight Manual for each Helicopter,
- o An access to Technical Publication on Internet (T.I.P.I.) for:
 - The SBs and their subsequent updates,
 - The Master Servicing Manual.

The flight manual shall be consistent with the definition of the Helicopter delivered.

Technical publication of the Customer's Helicopter shall be provided by the Seller in the same language as the language of the technical publication delivered to the previous customer for the concerned Helicopter.

Any additional documentation and/or vendor documentation shall be purchased separately and the Customer will be charged at the prevailing rates established by the Seller.

The Seller reserves the right to change the support (media) of the technical publication according to technology evolution.

F4-2 Updates

The Seller shall supply at no additional cost and as long as the Helicopter is in operation, the updates of the flight manual.

The master servicing manual and the SBs will be updated on the Seller's current website.

The Seller reserves the right to change the support (media) of the updates of the technical publication according to technology evolution.

In order for the Seller to be in a position to fulfil its obligations, the Customer undertakes to notify the Seller of any change either in the Customer's address or in the owner's name if the Helicopter has been sold in the meantime.

F5 - WARRANTY PERIOD

The Customer hereby certifies having purchased a second-hand Helicopter, checked by Seller, under the conditions stipulated hereunder.

The warranty periods are as follows:

- o For second-hand Helicopter and optional equipment:
 - Helicopter having undergone a major overhaul by the Seller and delivered with fully restored TBO on components:

Five hundred (500) flying hours or six (6) months after acceptance at the Seller factory, whichever occurs first.

- Helicopter having been inspected by the Seller and which have components with part on their TBO remaining:

Limited to the parts or components replaced following the inspection: five hundred (500) flight hours or six (6) months from the time they are fitted to the Helicopter, whichever occurs first.

- For optional equipment and parts delivered as new:
 - One thousand (1,000) flying hours or twelve (12) months from the time they are fitted to the Helicopter or twenty four (24) months after their delivery, whichever occurs first.
- For second hand equipment sold as parts:
 - Five hundred (500) flying hours or six (6) months from the time they are fitted to the Helicopter or twelve (12) months after their delivery, whichever occurs first.
- For tools delivered as new:
 - Twenty four (24) months after their delivery.

F6 – GRADUATION OF THE INSTRUMENTS, MARKINGS AND EXTERIOR FINISH

F6-1 Graduation of the instruments

The flight instruments shall be graduated in either metric or English units according to the indications mentioned in the technical definition of the Helicopter as specified in the Contract.

F6-2 Markings

The markings made on the interior and exterior identification plates and tags will be the ones by default. Should the Customer request the Seller to change the markings, the Customer will bear the costs of such customization.

F6-3 Exterior finish and interior upholstery

The Helicopter shall be delivered with the initial exterior finish and interior upholstery and as defined in the contractual technical definition. Should the Customer request the Seller to repaint and/or refurbish the Helicopter, the Customer will bear the costs of such customization.

In such case, the Customer shall provide the Seller at the latest fifteen (15) days after signature of the Contract, based on samples provided by the Seller, detailed instructions concerning:

- The external paint scheme of the airframe,
- The colours of the interior upholstery and if necessary the chosen type of upholstery.

F6-4 National emblems and registration

Should the Customer request the Seller to paint national emblems and/or registrations, the Customer will bear the costs of such customization. In such a case, the Customer will be required to provide detailed instructions with the paint scheme at the latest fifteen (15) days after signature of the Contract.

Customer shall be liable and hold the Seller harmless for any infringement of rights of third parties in the provision of instructions regarding emblems, markings, signs or registration.