

STANDARD CONDITIONS OF SALE – SPECIFIC ANNEX

APPLYING TO THE SALE OF SPARE PARTS

B1 - GENERAL

This Specific Annex is applicable to sale of Spare Parts, including tools, SB kits and STCs performed by the Seller to any Customer in order to maintain and/or operate Helicopters.

B2 - DELIVERY AND INCOTERMS

Unless the Contract stipulates another INCOTERM®, Spare Parts shall be delivered packed Free Carrier (FCA - INCOTERMS® 2010) at the Seller's site or logistic platform as specified in the Purchase Order.

In case of unavailability of the Spare Parts or of raw material, the Seller shall be entitled to make partial deliveries.

B3 - ORDER'S TYPOLOGY AND SPECIFICITIES

B3-1 Planned Purchase Orders

Purchase Orders of Spare Parts shall be considered as planned Purchased Orders if the requested delivery date is above two (2) weeks from the date of receipt by the Seller of a valid Customer's Order (Order Date), under FCA Incoterms defined in Article B2. In case of complete or partial modification of the Order, the date of receipt shall be updated accordingly.

For each order line of any planned and confirmed Purchased Orders, the Seller shall commit on delivery performance, except for critical part(s) as mentioned in the Order Confirmation. In case of late delivery, the Seller will grant to the Customer a credit under the conditions defined hereafter:

- If the Spare Part(s) ordered is(are) "on collection" as identified in the Seller's price list in force and is(are) delivered by the Seller after the delivery date requested by the Customer, the credit per delayed Spare Part shall depend on the timeframe between the requested delivery date and the Order Date, under FCA Incoterms defined in Article B2, as follows:
 - Timeframe of fifteen (15) calendar days up to thirty (30) calendar days: four (4) per cent of the invoiced value of the Spare Part; the total credit per Order's line shall not exceed two thousand (2 000) USD (US Dollars);
 - Timeframe of thirty one (31) calendar days up to sixty (60) calendar days: six (6) per cent of the invoiced value of the Spare Part; the total credit per Order's line shall not exceed three thousand (3 000) USD (US Dollars);
 - Timeframe of more than sixty one (61) calendar days: eight (8) per cent of the invoiced value of the Spare Part; the total credit per Order's line shall not exceed four thousand (4 000) USD (US Dollars).
- If the Spare Part(s) ordered is(are) "on demand" as identified in the Seller's price list in force, the Seller shall propose a delivery date and commit on it in the Order Confirmation. If the Seller delivers the Spare Part(s) on demand after the said committed delivery date, the credit per delayed Spare Part shall equal to eight (8) per cent of the invoiced value of the Spare part; the total credit per Order's line shall not exceed four thousand (4 000) USD (US Dollars).
- The credit shall not apply in case of an event disrupting the logistic flow for reasons not attributable to the Seller.
- The eligible credits shall be cumulated from 1st of January to 31st December of year n and the related total amount will be then granted under the form of a credit which shall be valid from 1st of April until 31st December of year n+1 and shall be used by the Customers for paying ordered Spare Parts. Said credit shall not apply in case of Customer's default, such as, but not limited to, late payment and payment default.

If the Contract stipulates another INCOTERM® than FCA, the conditions for allocating the credit are subject to adjustments and shall be agreed between the Parties.

B3-2 Rush Purchase Orders

The Rush Purchase Order is an Order with a requested delivery time below two (2) weeks from the date of its receipt by the Seller, the Customer not being in AOG situation.

B3-3 AOG Purchase Orders

To guarantee an efficient service to the Customer and respond quickly to any situation where the Customer's Helicopter is AOG, the Seller provides a twenty four (24) hours a day/seven (7) days a week AOG service. The AOG service is available for orders of Spare Parts which are essential to put a Helicopter back into service or to enable it to perform its mission.

Any Spare Parts listed in the Seller's illustrated Parts catalog can be ordered by the Customer via AOG service, except main assemblies, raw materials, ingredients and hazardous materials.

The AOG service is provided to the Customer at the price stated in the relevant Seller's price list in force or in the relevant Quotation. Nevertheless, the Seller shall be entitled to add a surcharge fee (excluding transportation) of one hundred (100) USD (US Dollars) per confirmed AOG order. A flat rate for transportation cost will be added to the price of Spare Parts.

The Customer shall also mention in writing regarding any AOG order placed to the Seller, the following information:

- Part number/ nomenclature
- Failure description and reason of removal
- Quantity required for the specific AOG
- Ship to address

The Seller, by sending an Order Confirmation, shall confirm in writing to the Customer the price and the delivery time within twelve (12) hours after receipt of the Customer's Order.

The Spare Parts already available in the Seller's inventory upon receiving the Order from the Customer will be delivered packed Carriage Insurance Paid (CIP, INCOTERMS® 2010) to the nearest international airport to the Customer and within seventy two (72) hours after receipt by the Seller of the Customer's Order, depending on the delivery location.

The Customer may order in AOG a maximum of three (3) line items per order and in accordance with the quantity fitted on the Helicopter. If several line items are ordered, the Seller has the right to make partial deliveries, depending on the availability of the Spare Parts.

The Customer shall check the Spare Parts provided in AOG conditions, notify any recognisable defects in a documented registered letter within forty eight (48) hours as from the date the Spare Parts have been received by the Customer and place them at Seller's disposal.

B4 - SB kit and STC

Unless otherwise specified, the kits originated from SB or STC modification are defined on the basis of the "as-delivered" configuration (i.e. the configuration of the Helicopter at the time of transfer of title from the Seller to the original customer). It is the responsibility of the Customer to make sure that the actual configuration of the Helicopter corresponds to the pre-mod configuration of the relevant SB or STC installation instruction. Any deviation of the actual configuration that requires the amendment of the SB or the STC installation instruction shall be charged to the Customer on a time and material basis.

Unless otherwise specified, the STC is sold to the Customer with the certification(s) as listed in the catalog and specified in the offer. It is the responsibility of the Customer to make sure that such certification(s) are acceptable to its competent airworthiness authority before the installation of the kit. The Seller will provide all reasonable support to the Customer for the additional certification or validation of the existing certification(s) at the latter's sole expense on a time and material basis.

The STC holder of the Product shall retain full responsibility for the type design definition its own Product (configuration, definition, necessary changes and continuing airworthiness). The Seller does not warrant the compatibility of the STC with future mandatory or non-mandatory modifications.