

STANDARD CONDITIONS OF SALE – SPECIFIC ANNEX APPLYING TO TRAINING SERVICES AND TRAINING ITEMS

E1 - GENERAL

This Specific Annex is applicable to sale of Training Services performed and/or Training Items delivered by the Seller to any Customer in order to maintain and/or operate Helicopters.

E2 - ORDER SPECIFICITIES

E2-1 General

The Customer shall issue an order to the Seller with the following information, if relevant:

- o Order number
- o Type of Training Services / Training Items
- o Price
- o Estimated date for performing the Training Service
- o Language and location
- o Invoice address

The content and the time schedule of the training courses shall be confirmed at the time of signature of the Contract, at Customer's request and depending on Seller's instructor, Helicopter and/or simulator availability.

Products, documents and other training media provided by Seller during training courses are not part of the official documentation required by the aviation authorities and cannot be used in any form to satisfy regulatory obligations.

The course certificate shall be issued after full payment of the Training Services.

E2-2 Order cancellations

Seller reserves the right to cancel any training courses that does not meet the minimum enrolment quota defined in the Purchase Order. The Customer will be notified of the cancellation at least thirty (30) days prior to the scheduled dates of the training session. The Customer cannot claim any compensation related to the Seller's decision. In such a case and provided that the failure to meet the minimum quota is not to no fault of the Customer, the Seller may propose other training session or reimbursement of the payment already made by the Customer.

After receipt of the Order Confirmation, should the Customer decide to cancel a confirmed training course and unless otherwise specified in the Contract, the Seller reserves the right to apply the following penalty:

- o Cancellation less than thirty (30) calendar days before the beginning of the training courses: one hundred (100) per cent of the total amount of the cancelled training service
- o Cancellation more than thirty one (31) calendar days before the beginning of the training courses: thirty (30) per cent of the total amount of the cancelled training service

E3 - INCOTERMS AND LOCATION

The Training Items will be Delivered At Place (DAP, INCOTERMS® 2010) at shipping address mentioned by the Customer and in accordance with the contractual delivery schedule.

The Seller will provide training courses in Fort Erie (Ontario), Marignane, La Courneuve, Donauwörth or any other of its approved training centres. At Customer's request, the Seller may provide training courses in Customer's premises or vendor's premises (subject to its prior authorisation). The Customer shall ensure prior to the agreed date for the Training Services that its organization for training complies with the Seller's quality standard to perform such Training Services.

E4 - LANGUAGE

The training courses will only be provided to trainees fluent in the contractual language (eg: Test of English for International Communication (TOEIC): score of 605 – 780 recommended, score of 405 - 600 required as a minimum, or equivalent).

All the training courses and the appropriate documentation will be provided:

- o In English for all Helicopters and flight simulator sessions; or
- o In French for Helicopters produced in France and associated flight simulator sessions (except H175).

For any other language, should the Customer request an interpreter, all costs due to this additional service shall remain at the Customer's expense. All interpreters provided by the Seller are officially recommended and selected according to the criteria of the Seller.

Should the Customer provide its own interpreter, the Seller will require that the applicant meets pre-defined standards and will evaluate its abilities prior to calling its services. The Customer's attention is drawn to the fact that there may be special administrative requirements regarding the interpreter's admission as a non-national worker. The Customer shall obtain all necessary authorisations for the interpreter in due time. The interpreter shall remain under the responsibility of the Customer and Seller shall not be held liable for the translation.

E5 - ADMINISTRATIVE CONDITIONS

The Customer shall provide the Seller with a list of the trainees in order to be granted access to the Seller's premises and a copy of the passports, no later than thirty (30) calendar days prior to the beginning of the training session. Should the Customer fail to fulfil the administrative conditions before the start of the training session, the Seller reserves the right to cancel the Contract and apply the provisions defined under article 14-2 of SCS and/or article E2-2 hereinbefore.

The Seller's trainee questionnaire and/or enrolment form detailing the background and the professional experience of the pilots and/or the technicians will be completed by the Customer and forwarded to the Seller at the same time. It is understood that a copy of the qualifications/diploma for each participant, and for pilots, a copy of their medical certificate, must be attached to the enrolment form.

Any trainee assigned by the Customer to follow a training session shall have the prerequisite experience and the appropriate qualification as described in the syllabus of the training courses provided by the Seller. The Customer shall be responsible for the proficiency level of the trainees.

Should the Customer trainee's experience be considered as not complying with the prerequisites, the Seller reserves the right not to deliver the course certificate for the said trainee.

Trainees who fail the final qualification tests will only receive an attendance certificate. To obtain a training completion certificate in view of qualification by the relevant aviation authority, said trainee will have to attend new training courses and pass the qualification tests. Consequently, the Customer will have to order new training courses.

The Customer shall fully comply with the provisions of any applicable internal rules enforced in the Seller's training centre, including but not limited to the wearing of the Seller identity badge and the adherence to the safety procedures which are posted inside and/or outside the classrooms.

The following expenses shall be borne by the Customer:

- o Coverage of ground and in-flight risks incurred by its personnel and risks arising from the civil liability of its personnel,
- o All living and travelling expenses.

The Customer shall be responsible for loss of and damage to Seller's property and Customer's Products, at all times while at Seller's facilities, except for cases of gross negligence or wilful misconduct of the Seller.

E6 - TIME SCHEDULE/REGULAR ATTENDANCE

Customer's request to modify the schedule previously agreed upon with the Seller shall be validated at Seller's discretion. If no agreement can be reached, the provisions defined under article 14-2 of SCS and/or article E2-2 hereinbefore shall apply.

Should a trainee be late for or absent from any course of the training session, the said session shall be nonetheless be payable in full to the Seller and the latter will propose another training slot, at Customer's request and expense, depending on the availability of the Helicopter/simulator/ instructor. Should the Customer refuse to do the additional training session, the Seller reserves the right not to warrant the completion of the full training courses.

E7 - FLIGHT TRAINING SPECIFICITIES

E7-1 General

Flight training courses shall be performed on a Helicopter provided either by the Seller or by the Customer. Flight training courses shall be carried out under the responsibility of a Seller's pilot acting as pilot in command. The pilot in command retains the right of final acceptance of flight crew members for the flight training activities.

Only personnel strictly necessary for training purposes and duly authorised by the Seller can be on board during the flight training activities.

The Seller shall not be responsible for any delay due to bad weather conditions and/or technical failure.

E7-2 On Helicopter provided by the Customer

When flight training courses are to be performed on a Helicopter provided by the Customer, the Customer shall provide the Seller with all the support needed to facilitate approval by the relevant aviation authorities of the instructor's licence. If this approval is not granted at least one (1) week prior to the start of the planned training activities, the Seller reserves the right to cancel said training. In such case the provisions defined under articles 14-2 and/or E2-2 shall apply.

The Customer undertakes to put the Helicopter at Seller's disposal in operational and airworthy conditions required to perform the in-flight training courses. If the Customer fails to comply with this obligation, the Seller reserves the right to claim compensation and damages.

Unless otherwise stated in the Contract, the number of flight hours to be performed on the Helicopter provided by the Customer is based on the minimum required to get the expected proficiency level. Should this number of flight hours need to be increased, prolonged usage of the Helicopter will be granted by the Customer.

Expenses related to technical assistance, fuel, landing fees and any other tax applicable shall be borne by the Customer.

The Helicopter and the Customer's personnel involved in the flight training courses shall be insured by the Customer against the risk of damage and injury on ground and during the flight training time frame. Consequently, the Customer waives any claim against the Seller for such damages.

Responsibility of final release to service of the Helicopter remains with the Customer. Consequently, the Customer and its insurers waive any claim against Seller for physical damage to the Helicopter and accept to name the Seller as additional insured on its liability coverage. At the time of the signature of the Contract, the Customer shall provide the Seller with a certificate of insurance containing this specific provision.

E8 - FLIGHT SIMULATOR SESSION SPECIFICITIES

E8-1 Dry training conditions

The dry training exclusively includes the rental of the simulator, any extra service must be ordered separately.

The Customer will be said to have ordered dry training for any simulator session provided without the assistance of any Seller's instructor.

The Seller will supply no training documentation to the Customer in addition to the rental of the simulator. The Customer may apply the Helicopter procedures of its choice.

The Customer shall be responsible for ensuring that the relevant aviation authority of its country of origin recognizes the dry training sessions provided on Seller's simulator.

The Customer shall at all times be responsible for the training provided by its own instructor.

Within two (2) years prior to the dry training session, the Customer instructor shall have successfully completed a Seller's simulator operating course. In any case, a dry training simulator session cannot

be carried out without the prior qualification of the Customer's instructor by the Seller to use the simulator.

The Seller shall not be held liable for the unsatisfactory performance of the trainee in flight after the completion of the dry training session.

During the dry training session the Customer instructors shall respect the Seller's simulator use procedures.

E8-2 Wet training conditions

The wet training includes the rental of the simulator and the services of the Seller's Instructor.

All Seller's wet training session, documentation and notes are provided either in French or in German – depending on the country where the training is delivered - or English at Customer's choice, unless otherwise agreed in the Purchase Order.

The Seller will apply the operating procedures as described in Seller's flight manual and use its own documentation as support of the simulator training session.

The Customer shall be responsible for ensuring that the relevant aviation authority recognizes the wet training sessions provided on Seller's simulator.

The Seller is approved for providing advanced training to helicopter pilots and improve their general knowledge of the Helicopter. However, the Seller shall not be held liable for the unsatisfactory performance of any individual trainee after the completion of the wet training session.

Upon completion of a satisfactory test, the Seller will deliver a course certificate to the Customer's pilot.

E8-3 Flight simulator availability conditions

The Seller will only use flight simulators qualified in compliance with Joint Aviation Requirements (JAR).

In case of major technical breakdown occurring during simulator training session not due to Customer's fault and making the simulator inoperative, the Seller will propose a new training slot to recover the time lost within a reasonable period or alternatively reduce the cost of the session by a pro-rata amount to cover the time the simulator was inoperative. Time lost is considered per fraction of five (5) minutes.

The simulator is deemed operative unless the instructor calls for technical assistance and interrupts the session. A simulator session includes the time necessary to load the mission and the time for the crew to enter and exit the simulator. After each simulator session the Customer shall immediately vacate the training equipment and sign the Seller's logbook.

E9 - TRAINING ITEMS

The Seller will not be held liable for any incompatibility between Training Items and Customer's equipment.