

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

C1 - GENERAL

The present Specific Annex is applicable to the sale of Services in relation to repair, overhaul, standard exchange, inspection and modification 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 Item 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 publication
- o Type, version and serial number of the Helicopter
- o Part number and serial number of the Item
- o Description
- o Price
- o TSR, TSO, TSN and TBO
- o Modifications carried out on the subject Item, nature of complain or reason of removal
- o Delivery date of need
- o Location / delivery address / mode of shipment
- o Invoice address Requested release documentation.

If the technical publication is not provided by the Customer, the Seller reserves the right to perform the R&O Service according to the technical publication 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 shall have such reconditioning carried out by a Seller selected workshop. In both cases, the TAT indicated in the Quotation or in the R&O Service prices catalogue is given for information purposes only. On Customer's request, the Seller may arrange a customized TAT; in such case and based on a written agreement, this service will be charged to the Customer above the standard quoted price.

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

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

For the other items, a Quotation will be established by the Seller after inspection.

(*) A Quotation will be issued for additional costs and increased lead-time in case of Items:

- o which have been used or maintained improperly by the Customer,
- o involved in incidents or accidents,
- o having suffered external damage,
- o with missing Parts,
- o with missing documents.

If an Item is found non-repairable or unserviceable after inspection, the Seller will either scrap it with prior Customer's consent or return it as it is, at Customer's expense. In both cases inspection, scrapping, transportation and administrative costs will be charged to the Customer.

If the Customer does not accept the Quotation, the Item will be returned by the Seller at the Customer's request and at the latter's expense. The inspection, administration and transportation costs will be invoiced to the Customer by the Seller.

The Quotation remains valid for the time specified on the quote. Without any Customer's approval within this time frame, the Seller reserves the right to update the Quotation and to invoice expenses to the Customer or to return the Item as it is at Customer's expense; in the last case,

inspection, administration and transportation costs will be invoiced to the Customer.

In case the Item has been previously repaired in a non-approved Seller service centre, the Seller reserves the right to repair the Item according to its own standards.

C3- RETURN OF ITEMS AND INCOTERMS

C3-1 Return of Item

Prior to any return of Item, the Customer shall obtain from the Seller an RMA number. Any Item sent by the Customer for R&O Service shall be sent to the Seller, packed Delivery Duty Paid (DDP) (INCOTERMS® 2010) to the location as specified in the RMA or in other documents provided by the Seller.

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

- o Order
- o Log card 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 above documents within two (2) weeks after Seller's reminder, the Seller shall return at Customer's expense (Delivery Duty Paid (DDP) INCOTERMS® 2010) the initial Item to the Customer with any work performed.

If the method of shipment is not stipulated in the Contract, transportation will be at Seller discretion and at Customer's cost. 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, if any, shall be made by the Customer directly to the forwarder/carrier.

C3-2 Delivery and Incoterms

Except in case the order stipulates another INCOTERM®, repaired/overhauled/standard exchange Item shall be at Customer's disposal packed Free Carrier (FCA - INCOTERMS® 2010) at the location as specified in the Quotation or in other documents provided by the Seller.

In case that several Items are sent for R&O Service, the Seller has the right to make partial deliveries.

In case the Customer's container has been 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 Seller with either its repaired container, or a second-hand one or a new one.

C4 – SPECIFICITIES

C4-1 Standard exchange

The standard exchange for an Item entails supplying the Customer with another second-hand Item of the same reference or functionally equivalent and in airworthy condition to replace the one which has been removed and sent it back to the Seller for repair and provided it is deemed repairable by the Seller.

The standard exchange is based on the effective availability of an exchange Item. If the Item is available, the Customer's order shall be recorded by the Seller and the Item delivered within forty eight (48) hours.

The standard exchange is only applicable to Item for which usage, storage and maintenance have been in accordance with recommendations stated in the technical publication of the Helicopter type.

The exchange Item becomes the Customer's property and the removed one becomes the Seller's property. The Customer cannot request to get back the initial Item.

The Customer shall return the Core Unit at its own expenses and its title of ownership within two (2) weeks after the Order Confirmation of the exchange Item. If the Customer fails to return the Core Unit within the said period of time the standard exchange rule will not be applicable any longer and the Seller reserves the right to invoice the exchange Item at the price of a second-hand one or a brand new one, if applicable.

In case the Core Unit is delivered without updated log card (e.g. hours or cycle missing or incorrect) the Seller will inform the Customer at technical filtering step. Without a reply from the Customer within fifteen (15) days, the Seller will scrap the concerned Parts. The additional costs for replacement of the Parts will be charged to the Customer.

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.

Following inspection and in case the Core Unit cannot be repaired, standard exchange rules will not be applicable and the Seller reserves the right to invoice the exchanged Item at the price of a second-hand one or a brand new one, if applicable.

Standard exchange price is valid in case of a failure (unscheduled removal) and for a Part due for TBO with at least a two (2) months prior notice given to the Seller. In any other case the standard exchange price will be increased by twenty (20) percent.

Should a Customer wish to retain ownership of his Item requiring repair / overhaul, he can elect to enter into a rental agreement. The rental agreement of an Item entails supplying the Customer with another serviceable Item of the same reference or functionally equivalent and in airworthy condition to replace the one to be removed and sent back to the Seller for repair / overhaul.

The Item rental Service is only available when an Item is sent in to the Seller for repair / overhaul and the Customer does not wish to use the Standard exchange Service or a new Item had been ordered from the Seller. Items are not available for rent from the Seller otherwise.

The Item rental Service is based on the effective availability of a rental Item. If the Item is available and if the customer account is in good standing, the Item will be shipped within forty eight (48) hours.

The Item rental Service is only applicable to Items for which usage, storage and maintenance have been in accordance with recommendations stated in the technical publication of the helicopter type.

For each Item removed, the Customer must deliver to the Seller a removal tag stating the serial number, date of removal, reason for removal, TSO and TSN, as well as the completed up to date log card.

The Customer shall return the Item to be repaired and the log card within fifteen (15) days after the shipment of the rental Item by the Seller. If the Customer fails to return the Item to be repaired within the said period of time the Item rental rule will not be applicable any longer and the Seller reserves the right to invoice the rental Item at the price of a second hand one or a brand new one, if applicable.

Following investigation and in case the core unit to be repaired/overhauled cannot be repaired /overhauled, the Item rental rule will not be applicable any longer. The customer will have to purchase a brand new or an overhauled / repaired Item from the Seller. The Seller reserves the right to invoice the rental Item at the price of a second hand one or a brand new one, if the rental Item has not been received by the Seller within fifteen (15) days of the notification by the Seller.

Within fifteen (15) days of the shipment of the repaired Item, Daily rental charges will continue to apply until the rental unit is on dock at the Seller facility. After reception of the rental Item unit from the Customer, the Seller reserves the right to invoice additional costs after inspection related to the status of the rental Item Unit.

C4-3 Dynamic Items

The Item delivered after overhaul shall be at least in the same reference standard as those received by the Seller from the Customer.

C4-4 Investigation

On Customers' request, the Seller is prepared to carry out an investigation on the Item 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 done by the Seller, unless the Item concerned is deemed to be covered by the Seller's warranty.

C5- AIRWORTHINESS

As per civil aviation regulation the Seller will use the following words to indicate the status of the Item being released: "OVERHAULED", "INSPECTED", "MODIFIED", or "REPAIRED".

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

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

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