

STANDARD CONDITIONS OF SERVICE

APPLYING TO THE REPAIR, OVERHAUL, STANDARD EXCHANGE AND COMPONENT RENTAL

1- DEFINITIONS

- o **Contract** means the agreement between EUROCOPTER and the Customer on which these Standard Conditions of Service form part.
- o **Core Unit** means the used Part sent by the Customer to EUROCOPTER in case of exchange for an overhauled or repaired Part under the standard exchange service.
- o **Customer** means the person or company to which EUROCOPTER provides Services in relation to repair, overhaul, rental and standard exchange.
- o **EUROCOPTER** means EUROCOPTER S.A.S., EUROCOPTER Deutschland GmbH or its subsidiaries, and/or Eurocopter Canada Limited (hereafter known as ECL).
- o **Item** means transmission components, blades and equipment.
- o **Manufacturer** means the company which has designed the Item.
- o **Part** means a piece of an Item.
- o **Order Confirmation** means either the confirmation sent by EUROCOPTER to the Customer in order to take into account the Customer's service request or the approval sent by the Customer to EUROCOPTER on the Quotation of services not included in EUROCOPTER's price list.
- o **Party/ Parties** mean either separately or collectively the Customer and EUROCOPTER.
- o **Quotation** means the pricing and the estimated delivery date sent to the Customer by EUROCOPTER.
- o **RMA** means Return Material Authorization.
- o **Service** means the performance of maintenance, repair, overhaul, standard exchange, rental, inspection or modification.
- o **TAT** means Turn Around Time, from the time EUROCOPTER receives the Customer's Item to the time the Item is at the Customer's disposal, less the Customer's approval lead time and/ or less lead time due to Customer's responsibility discrepancies.
- o **TBO** means Time Between Overhaul.
- o **TSO** means Time Since Overhaul.
- o **TSR means Time Since Repair**
- o **TSN** means Time Since New.

2- GENERAL

These Standard Conditions of Service apply to Services supplied by EUROCOPTER for any Customer. They shall exclusively govern the contractual relationship between EUROCOPTER and its Customers. The Services are ordered within the framework of Customer's professional activities in order to maintain and/or operate EUROCOPTER's helicopters. Any conditions in contradiction and/or in deviation to the present standards conditions are not accepted by EUROCOPTER, unless EUROCOPTER has expressly agreed to such in writing.

- o Description
- o TSR, TSO, TSN, TBO
- o Modifications carried out on
- o the subject item, nature of complain or reason of removal
- o Delivery date of need
- o Mode of shipment
- o Ship to address
- o Invoice address (if different from ship to address)
- o Requested release documentation

Note: If the Technical Publication is not mentioned by the Customer EUROCOPTER reserves the right to repair the Item according to the Technical Publication in force at EUROCOPTER.

3- CUSTOMER ACCOUNT

Each provision of Services ordered requires the opening of a Customer account.

The Customer shall, without delay, inform ECL of any change in the address indicated in the file, or a change of ownership of the helicopter

The Services shall be subject to due ordering by the Customer and acceptance by EUROCOPTER. The Contract shall be binding upon receipt of Order Confirmation.

4- PURCHASE ORDERS/QUOTATIONS

ECL provides Services to the Customer duly registered within ECL.

The Customer shall issue for each Item sent to EUROCOPTER for repair, overhaul, standard exchange, inspection or modification, an order with the following information:

- o Order number
- o Type of work
- o Applicable Technical Publication
- o Type, version and Serial number of the helicopter
- o Part number and serial number of the item

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

- o Purchase Order
- o Log card duly completed, when relevant or certified component history
- o Delivery note
- o Material Return Sheet with RMA number provided by EUROCOPTER.

If the Customer fails to send any of the above documents within two (2) weeks after EUROCOPTER's reminder, EUROCOPTER shall return at Customer's expense (DDP-INCOTERM® 2010) the initial Item to the Customer with any work performed.

Until receipt of the Order Confirmation, the Customer may cancel in writing individual orders placed to EUROCOPTER. In such case, the Customer shall indemnify EUROCOPTER for all incurred costs borne by EUROCOPTER.

On Customers' request EUROCOPTER is prepared to carry out an investigation on the Items sent to EUROCOPTER. In this case EUROCOPTER will charge the Customer for the costs incurred, unless the Items concerned are deemed to be covered by EUROCOPTER's warranty.

It is understood between the Parties that EUROCOPTER shall either carry out the repair or the overhaul in its own workshops or shall have such reconditioning carried out by EUROCOPTER selected workshop. In both cases the TAT submitted in the Quotation is given in weeks for information purpose only.

If the Customer does not accept the Quotation, the item on its request and expense will be returned by EUROCOPTER. The investigations, administration and transportation costs will be invoiced to the Customer by EUROCOPTER.

As regards Services not included in the price list, EUROCOPTER will provide specific Quotation. This Quotation duly signed by the Customer will constitute the Order Confirmation when received by EUROCOPTER.

The Quotation remains valid during one (1) month from the date of issuing. Without any Customer's approval within this time frame, EUROCOPTER reserves the right to invoice expenses to the Customer.

5- DELIVERY AND TRANSPORT

5-1 Return of Item

Prior to any return of Item the Customer shall obtain from ECL a RMA number.

Any Item sent by the Customer to be repaired overhauled shall be sent to EUROCOPTER packed Delivery Duty Paid (DDP) (INCOTERM® 2010) at EUROCOPTER site (i.e. Vancouver or Fort Erie) as specified in the RMA or in other documents provided by EUROCOPTER.

If the method of shipment is not stipulated in the Contract, transportation will be at EUROCOPTER's discretion. EUROCOPTER shall not be liable for any loss or expense due to the selection of forwarder/carrier or mode of transportation. Any claims for breakage or damage, if any, shall be made by the Customer directly to the forwarder/carrier.

5-2 Collection of Item

Except in case the order stipulates another INCOTERM, repaired and overhauled Item shall be at Customer's disposal Packed Free Carrier (FCA-INCOTERM® 2010) at EUROCOPTER site as specified in the quotation or in other documents provided by EUROCOPTER.

In case that several Items are sent for repair, EUROCOPTER has the right to make partial deliveries.

Repaired and overhauled Item must be picked up by the Customer or by his forwarder/carrier within fifteen (15) calendar days as from the notification by EUROCOPTER.

Should the Customer fail to pick up the Item within said fifteen (15) calendar days period, all expenses incurred by EUROCOPTER as regards the Customer's order (packaging, unpacking, storage at the forwarding agent's premises, etc.) shall be charged to the Customer.

EUROCOPTER may terminate the storage or hangarage

on fifteen (15) days notice to the Customer and will not be liable for any loss or damage incurred by the Customer as a consequence of termination.

In case of the Customer's container has been damaged during the transport from the Customer's location to EUROCOPTER's premises, EUROCOPTER reserves the right to send a quote to the Customer in order to provide him with his repaired container, a second-hand one or a new one.

In the event that the Item is delivered in consigned containers, the Customer shall return said container within fifteen (15) days after they are made available to the Customer by the freight forwarder. After the expiry of this period, EUROCOPTER shall be entitled to invoice the container at current price.

5-3 Reserves at delivery

For Free Carrier deliveries (FCA- INCOTERM® 2010) the Customer shall check the Item and notify any recognizable defects in a documented registered letter within twenty one (21) calendar days for standard deliveries, and seven (7) calendar days for AOG (Aircraft On Ground) deliveries as from the date the Item has been picked up by the Customer. After expiry of such period, the Item shall be deemed accepted.

Should EUROCOPTER exceptionally be in charge of the transport service, claims against the carrier have to be made within three (3) working days as from the date of the Item reception.

6- DELAYS

6-1 Force Majeure

The Parties shall not be held liable for failure to perform or delay in performing any of their contractual obligations except for payment obligations, if such failure or delay is due to an event which at the same time is compelling, unpredictable, unavoidable beyond the affected Party's reasonable control and not due to its fault or negligence. Governmental decision will be considered as event of Force Majeure, if the conditions stated in the previous sentence are fulfilled. Force Majeure events include, but are not limited to acts of God, war, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, shortage in material or energy, acts, orders or priorities of any government and embargo ('Force Majeure').

In case of Force Majeure, the contractual delivery date shall be extended by such period of time reasonably required to remove and/or overcome the event of Force Majeure and its effects. The Party prevented shall notify the other Party about the occurrence of any event of Force Majeure, within due time after the commencement thereof, citing this article in said notice.

Should a Party prevented by an event of Force Majeure beyond two (2) months after the contractual delivery date to fulfill its contractual obligations, either Party is entitled to terminate the Contract in whole or in part, as far as the contract can be split into parts, by notifying the decision by registered letter with acknowledgement of receipt. In such a case neither of the Parties is entitled to any compensation for any damage occurring in direct connection with the event of Force Majeure.

6-2 Excusable delay

Any postponement of delivery by EUROCOPTER due to any of the following causes shall not constitute a delay in delivery of EUROCOPTER.

- Changes or additions to the order which are requested by the Customer after the sending of the Order Confirmation by EUROCOPTER to the Customer, or
- Any failure by the Customer to perform its obligations in accordance with the schedule set forth in the Contract, or
- Any Force Majeure case as per article 6-1.

7- PRICES

All invoices for Services will be at the price indicated in the relevant EUROCOPTER's price list in force, or in the relevant Quotation if no price is available in the price list in force. Prices are indicated and payable in US dollars and are subject to annual revision.

All prices are for Services delivered FCA EUROCOPTER site or logistic platform (INCOTERM® 2010), and, in case of a minimum purchase amount of three hundred (300) US Dollars, are inclusive of all expenses and taxes relating to the manufacture of the products, Federal and Provincial sales tax excluded. For all orders below a minimum purchase amount of three hundred (300) US Dollars, EUROCOPTER reserves the right to invoice, against documents, additional individual costs for filling the order. Federal and Provincial taxes/ Products and Services will be applied additionally.

Prices are exclusive of any charges resulting from administrative and legislative regulations in force in the Customer's country and of any customs and duty charges, which are the Customer's responsibility.

Those prices are applicable only for Items used and maintained according to Manufacturer maintenance documentation in force.

They are neither applicable for repair of Item which have been used or maintained improperly by the Customer, nor to Items involved in incidents or accidents, Item having suffered external damages, Item with missing Parts or Item having suffered corrosion.

8- PAYMENTS

8-1 General

The payment obligation will be considered fulfilled at the time the full amount is irrevocably credited to the ECL bank account mentioned in the Contract.

The Customer shall make the payment by bank transfer (swift) in accordance with the invoiced value

Unless otherwise agreed, no discount shall be granted by EUROCOPTER to the Customer in case of early payment.

8-2 Payment terms

For any Order Confirmation exceeding one hundred thousand (100,000) US dollars:

- Upon Order Confirmation, a thirty (30) per cent down payment of the total amount of the Contract shall be paid by the Customer.
- Upon delivery, the balance of the total amount of the delivered Item shall be paid by the Customer in accordance with the invoiced value.

Otherwise, full payment shall be made no later than thirty (30) days following the date of invoice.

9- PAYMENT DELAYS

Payment shall in no case be postponed or apportioned for any reason whatsoever.

Failure to pay any outstanding amount in due time shall render all amounts due by the Customer immediately payable.

In the event of a payment delay, the Customer will be, in full right, liable for a 18% annual interest rate or any higher rate required by law, for the period lapsed between the due date and the date upon which funds were made available on ECL's bank account.

In the event of a delay or failure by the Customer to pay, EUROCOPTER will be entitled to suspend performance of all current purchase orders or to rescind the Contract by written notice and retain as liquidated damages any initial payment made by the Customer. The retention of any such payment shall not preclude EUROCOPTER from seeking compensation from the Customer for further damages and/or costs.

The Customer shall be entitled to show and prove that the actual damage caused by such default to EUROCOPTER is considerably less than the amount retained as liquidated damages.

The Customer shall not be entitled to claim compensation for damages on the grounds of non-availability of Parts or non-performance of Services.

10- PRODUCT QUALITY AND AIRWORTHINESS DOCUMENTATION

EUROCOPTER S.A.S and EUROCOPTER Deutschland GmbH hold Organization Approvals issued by their respective National Civil Aviation Authority, a Production Organization Approval in compliance with the EASA Part 21/G regulation and AQAP 2110 regulations and a Maintenance Organization Approval in compliance with the EASA Part 145 regulation.

The official recognition that the Item has satisfied the Quality Assurance Procedures is attested by the issuance of the following documents:

- For civilian Customers, an Authorized Release Certificate on behalf of the National Civil Aviation Authority either by EUROCOPTER or the EUROCOPTER selected workshop;
- The Item Log Card, if applicable,
- A dual release if required (e.g. PART 145)

As per Civil Aviation regulation EUROCOPTER will use the following words to indicate the status of the Items being released: "OVERHAULED", "INSPECTED"/"MODIFIED" or "REPAIRED".

EUROCOPTER applies the instructions and directives specified in the EUROCOPTER's Technical Publications which may be supplemented by Customer's requests provided those don't conflict with the EUROCOPTER Technical Publications and the applicable regulation.

In case of Part/Item declared by EUROCOPTER as non airworthy and returned to the Customer, EUROCOPTER waives all responsibilities and/or liabilities on that 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 Parts/Item will be recorded and identified as unserviceable by EUROCOPTER according to EUROCOPTER applicable procedures (record of the scrapped Part/Item in EUROCOPTER database, identification of the Part through "unserviceable" tag and identification of the Part/Item with a scrapping mark when possible).

11- MODIFICATIONS

Any configuration changes requested by the Customer shall be subject to written mutual agreement and to an adjustment of the price of the Item and Services, payments and delivery time.

All imperative or mandatory modifications as mentioned in EUROCOPTER Technical Publication will be systematically applied.

For modifications which are not imperative or mandatory, EUROCOPTER may carry out modifications to the Item required by Manufacturer's relevant documentation without the consent of the Customer, as long as such modifications do not affect the Item performance, contractual price and/or delivery time. If modifications affect the Item performance, related costs and/or delivery time, EUROCOPTER will consult with the Customer to reach agreement on the consequences to the Contract.

Moreover all necessary work to ensure continuous airworthiness of the Item will be systematically applied by EUROCOPTER at the Customer's charge. If the Customer formally requires not applying some applicable airworthiness directives of the Item, EUROCOPTER will deliver the Item only with a Certificate of Conformity but without granting airworthiness.

12- REPAIR & OVERHAUL

12-1 Transmission components

In case the Item has been previously repaired in a non approved EUROCOPTER service centre, EUROCOPTER reserves the right to repair the Item according to its own standards. The costs and the associated lead time will be added to the Quotation.

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

Expert investigation performed on any assembly will be charged in any case even if the Customer chooses not to have the work done by EUROCOPTER.

12-1-1- Standard repair and overhaul Service

Standard repair and overhaul Service refers to a standard TAT needed to complete the work. The TAT is mentioned in the Quotation.

The Quotation will be established by EUROCOPTER after investigation and will be drawn up according to one of the three following principles:

- o An "all included" fixed fee with over and above,
- o Or, a "flat + added" fee
 - The flat fee includes but is not limited to: labour costs + systematically changed/repaired Parts + consumables.
 - The 'added fee' includes repaired/replaced complementary Part(s)
- o Or, an "on condition" price.

The prices for repair and overhaul Service stand for Item operated, maintained and stored in accordance with the instructions shown in the EUROCOPTER Technical Publication.

In case the Item is delivered without its up to date log card (hours or cycle missing or incorrect) EUROCOPTER will inform the Customer at technical filtering. Without reply from the Customer within two (2) weeks thereafter EUROCOPTER reserves the right to send the Item back at Customer's expenses.

12.1.2- Personalised Repair and Overhaul Service

On Customer's request EUROCOPTER may arrange a customized TAT repair & overhaul Service. In such case and based on mutual and written agreement this personalised Service will be charged at fifteen (15) percent above the standard repair and overhaul quoted price previously defined.

12.2 - Blades

In case the Item has been previously repaired in a non approved EUROCOPTER service centre, EUROCOPTER reserves the right to repair the Item according its own standards. The costs and the associated lead time will be added to the Quotation.

The prices for blade repair and overhaul stand for Items operated and maintained in accordance with the instructions shown in the EUROCOPTER Technical Publication.

The Quotation will be drawn up according to one of the two following principles:

- o An "all included" fixed fee with over and above,
- o Or, an "on condition" price established following the Item investigation.

12.3 - Equipment

The Quotation may propose, in accordance with article 7:

- o An "all included" fixed fee (*),
- o Or, a "basic flat fee + exclusions, subject to a potential quote (**),
- o Or, customized quote build further shop investigation.

(*) For the Item subject to "all included" fixed fee and listed in the EUROCOPTER Components Repair Services Price Catalogue: The Customer grants EUROCOPTER the right to proceed to the repair and invoice the work at such price.

(**) An additional quote may be raised by EUROCOPTER after investigation of the Item, if some Parts excluded from the basic flat fee finally need to be replaced. Parts excluded from basic flat fee are usually expensive Parts that are not systematically changed. In case an additional quote is raised for excluded Parts, EUROCOPTER shall enclose a findings report listing all the exclusions that need to be replaced.

13- 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 back to EUROCOPTER for repair and deemed repairable by EUROCOPTER. The standard exchange service is based on the effective availability of an exchange Item. If the item is available, the Customer's

order shall be recorded by EUROCOPTER and the Item delivered within forty-eight (48) hours.

The standard exchange Service 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 returns to EUROCOPTER property. The Customer can not request to get back the initial Item

The Customer must deliver to EUROCOPTER a removal / unserviceable tag stating the Core's 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 Core Unit at its own expenses and its title of ownership within two (2) weeks after the availability 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 EUROCOPTER 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) EUROCOPTER will inform the Customer at technical filtering step. Without reply from the Customer within fifteen (15) days, EUROCOPTER will be obliged to scrap the concerned Parts. The additional cost 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 EUROCOPTER, EUROCOPTER reserves the right to invoice additional costs after inspection related to the status of the Core Unit.

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

Transfer of ownership of the exchange standard Item remains subject to the prior performance by the Customer of its obligations including the return of the Core Unit and the full payment of the exchange Item and interests, if any.

Accordingly, in the event that the Customer fails to fulfill the contractual payment terms, EUROCOPTER reserves the right to rescind the Contract through notification sent by registered letter and, if the exchange standard Item is already delivered, to demand that said Item be returned by the Customer to EUROCOPTER.

In the event that the laws of the country where the exchange Item is delivered do not allow EUROCOPTER to retain ownership and title, EUROCOPTER shall be entitled to benefit from any other rights that such laws may confer. The Customer shall implement all measures necessary to protect EUROCOPTER's aforementioned rights.

Risk of loss or damage to the exchange Item is transferred to the Customer at the time of delivery as determined by the INCOTERM® (FCA- INCOTERM® 2010).

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 ECL. In any other case the standard exchange price will be increased by twenty (20) percent.

14- COMPONENT RENTAL

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 EUROCOPTER for repair / overhaul.

The component rental service is only available when a Component is sent in to EUROCOPTER for repair / overhaul and the Customer does not wish to use the Standard exchange Service or a new component had been ordered from EUROCOPTER. Components are not available for rent from EUROCOPTER otherwise.

The component 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 Component 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 EUROCOPTER 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 (FCA EUROCOPTER site). If the Customer fails to return the item to be repaired within the said period of time the component rental rule will not be applicable any longer and EUROCOPTER reserves the right to invoice the component 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 cannot be repaired, the component rental rule will not be applicable any longer and EUROCOPTER reserves the right to invoice the component rental item at the price of a second hand one or a brand new one, if applicable the customer will have to purchase a brand new or an overhauled / repaired unit from EUROCOPTER.

Within fifteen (15) days of the shipment of the repaired unit, the rental component must be received by EUROCOPTER. Daily rental charges will continue to apply until the rental unit is on dock at EUROCOPTER.

After reception of the Core Unit from the Customer, EUROCOPTER reserves the right to invoice additional costs after inspection related to the status of the Core Unit.

In the event that the Customer fails to comply to the contractual payment terms, EUROCOPTER reserves the right to rescind the Contract through notification sent by registered letter and, if the rental Item is already delivered, to demand that said Item be returned by the Customer to EUROCOPTER.

In the event that the laws of the country where the rental Item is delivered do not allow EUROCOPTER to retain ownership and title, EUROCOPTER shall be entitled to benefit from any other rights that such laws may confer. The Customer shall implement all measures necessary to protect EUROCOPTER's aforementioned rights.

Risk of loss or damage to the rental Item is transferred to the Customer at the time of shipment as determined by the INCOTERM® Free Carrier (FCA-INCOTERM® 2010).

15 – NON REPAIRABLE PARTS AND ITEMS

Item which is found non-repairable or unserviceable after inspection will be either scrapped by EUROCOPTER with prior Customer's consent or returned in "as is" condition and after inspection at Customer's expenses. In both cases investigation, scrapping, transportation and administrative costs will be charged to the Customer.

16 – WARRANTY

16-1 General

EUROCOPTER warrants that the Part repaired or overhauled and delivered, except the turbine engine(s) and MEGHAS avionics equipment are free from defects in material and workmanship under normal use and service.

The turbine engine(s) as well as the MEGHAS avionics equipment installed in the helicopter are covered by the warranty granted by the manufacturers of these items (Turbomeca, Pratt & Whitney and Thales), the benefits of which EUROCOPTER hereby assigns on to the Customer who accepts such assignment.

As soon as possible but at the latest fifteen (15) calendar days after the delivery of any defect, the Customer shall furnish to EUROCOPTER, by using a Warranty Claim Form the full details of its claim and the basis thereof. As soon as it receives a Warranty Claim Form, EUROCOPTER will forward to the Customer a Warranty Claim Acknowledgment and a Return Material Authorization Form. Within fifteen (15) calendar days from the reception of these two documents the Customer shall return the allegedly defective Part to EUROCOPTER. If the Customer fails to return the allegedly defective Part in due time, EUROCOPTER reserves the right to invoice the Part to the Customer at the price indicated in the relevant EUROCOPTER's price list in force, or in the relevant Quotation if no price is available in the price list in force.

EUROCOPTER will reimburse reasonable transportation costs outbound for the reparable Part for which the benefit of the warranty has been granted by EUROCOPTER. The Customer shall send to EUROCOPTER the invoice by the end of the corresponding year. Insurance, customs expenses and other charges as well as the expenses incurred by the Customer for the removal, re-installation and adjustment operations with respect to such Item shall be borne by the Customer.

For the return of the Part for which the benefit of the warranty has been granted by EUROCOPTER, the inbound return transportation costs shall be borne by EUROCOPTER.

The warranty shall apply only to the extent the helicopter and the Parts installed therein are operated, maintained, stored and/or installed in accordance with the instructions contained in the Technical Publications supplied by EUROCOPTER. In addition, the warranty shall apply only to the extent maintenance activities have been regularly performed and properly recorded in the appropriate logbook. Such Logbook shall be presented to EUROCOPTER if so requested.

Normal wear and tear of Item such as, but not limited to, seals, tires, inner tubes, bulbs, packings and similar consumables Parts cannot form the subject of any claim under the warranty.

The incorporation by the Customer in any helicopter of any modification which has not been recommended by or received the prior approval of EUROCOPTER shall cause the warranty to cease. Additionally this warranty shall not apply to any helicopter or Part which has been repaired or altered outside EUROCOPTER's facility or approved repair-centre.

The warranty shall cease to apply if the defect is partly or wholly caused by a defective item not provided by EUROCOPTER

The warranty shall furthermore cease to apply to any Part that is put back into service after being removed from another helicopter involved in an accident unless the Customer can prove that the defect of the Part is not the result of the accident.

The warranty is granted to the Customer personally and shall not be assigned by the Customer to any third party without EUROCOPTER's prior written consent.

The warranty constitutes EUROCOPTER's sole liability, and is in lieu of any other warranty and is exclusive of any other remedy. EUROCOPTER shall not be responsible for any incidental or consequential damages arising from any breach of warranty.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF (i) ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, INCLUDING PRODUCT LIABILITIES WHETHER OR NOT ARISING FROM EUROCOPTER'S NEGLIGENCE, ACTUAL OR IMPLIED, OR STRICT LIABILITY. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE IN CONNECTION WITH THE SALE OF ECL'S PRODUCT(S), AND THE STATED EXPRESS WARRANTY PROVIDED HEREIN ARE IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF EUROCOPTER FOR DAMAGES OF ANY TYPE INCLUDING, BUT NOT LIMITED TO, ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND ALL LOSS, DAMAGE OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE USE, LOSS OF USE OR PERFORMANCE OF EUROCOPTER'S PRODUCTS, AND DAMAGES FROM ANY OTHER CAUSE EXCEPT AS SPECIFICALLY CONTAINED IN THIS WARRANTY CLAUSE. EUROCOPTER MAKES NO WARRANTY WITH RESPECT TO TURBINE ENGINES AS WELL AS MEGHAS AVIONICS EQUIPMENT AND, TIRES, IGNITION APPARATUS, BATTERIES, INSTRUMENTS, TRADE ACCESSORIES AND EQUIPMENT ITEMS OR PARTS MANUFACTURED BY MANUFACTURERS OTHER THAN THE HELICOPTER MANUFACTURER, AND NORMAL WEAR AND TEAR OF PARTS SUCH AS SEALS, TIRES, INNER TUBES, BULBS, PACKING, AND SIMILAR CONSUMABLE PARTS ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY.

16-2 Warranty period

EUROCOPTER's obligation under the warranty is limited to the repair - or replacement at EUROCOPTER's choice - of allegedly defective Part, that has been returned to its facility and, at the time of any repair or replacement, has

been recognized by EUROCOPTER after expertise as defective. To be eligible under the warranty the alleged failure must have occurred within the following time-limits, as determined by EUROCOPTER:

o For repaired, overhauled Standard Exchange

- Within five hundred (500) flying hours or six (6) months from the time they are fitted to the helicopters or twelve (12) months after their delivery from EUROCOPTER's site, whichever event first occurs. For repaired Item, the warranty is limited to the repair done and/or the Parts replaced.

o For tools repaired, overhauled or returned for calibration:

- Within a period of twelve (12) months after their delivery from EUROCOPTER's site.

16-3 Repaired or replaced Part

This warranty period on the repaired or replaced Part is the warranty period that was remaining on the respective defective Part. The Part removed for which EUROCOPTER supplies a replacement Part shall become the property of EUROCOPTER.

17- CONTRACTUAL LIABILITY

The statutory liability of EUROCOPTER for injury to life, body or health shall remain unaffected by the following limitations.

In the event of intent or gross negligence of EUROCOPTER or its representatives or any person used to perform an obligation on behalf of EUROCOPTER, EUROCOPTER shall be liable according to statutory regulation.

This shall also be the case for a breach of contractual obligations; however EUROCOPTER's liability in case of a breach of any of its contractual obligations shall be limited to the foreseeable, typically occurring damages and shall not exceed fifty (50) percent of the Contract value, provided that such limitation shall not apply in the event of intent.

The foregoing shall be EUROCOPTER's sole liability, further liability shall be excluded.

18- ASSIGNMENT

The Customer shall not be entitled, without the prior written consent of ECL, to assign or transfer to a third party all or part of the rights and obligations under the Contract.

19- EXPORT AND IMPORT LICENCES/AUTHORIZATIONS, CUSTOMS

19-1 Export and import licences/authorisations

Items/commodities may be sensitive and controlled and, therefore, subject to export/import laws and regulations. The Parties acknowledge that diversion contrary to such export/import law and regulation is prohibited.

If the provision of items/commodities (goods/hardwares, softwares, technologies) and/or services under the Contract requires any official licences/authorizations (in particular import and/or export licences/authorizations), EUROCOPTER shall take all necessary measures and follow all appropriate procedures in order to obtain such licences/authorizations.

If the involvement of the Customer is required, then the Customer shall provide its assistance and/or support requested by EUROCOPTER without any delay.

If such a licence/authorization is not granted and/ or is granted with delay and/ or if a licence/authorization that has been granted is revoked and/ or if a licence/authorization is not granted at its renewal, the Customer has no right of claims against EUROCOPTER in this respect. In such case, EUROCOPTER will be entitled to terminate the Contract under the condition set out in the article 6.1 Force Majeure.

Export licences/authorizations are usually provided for a specific end-use/rend-user and/or with specific provisions or conditions.. The Customer undertakes to abide by the consent of governmental licenses/authorizations and to warrant and represent certificates signed in the context of application procedures. Any change in the end-use/end-user of the corresponding items/commodities and/or services requires the prior authorization of the Governments that have issued the said export licences/authorizations.

The Customer shall therefore notify EUROCOPTER prior to any transfer of control, possession, registration, title, ownership, etc. of items/commodities and/or services to any third party in order to allow EUROCOPTER to assess the necessary actions to be taken and procedures to be applied. Then the Customer shall follow the instructions given by EUROCOPTER.

The Customer shall personally obtain in due time any import licence/authorization required for items/commodities and/or services covered by the Contract, in particular those required by the Canadian controlled goods program.

19-2 Customs

For delivery out of EUROCOPTER European Union facility, if Parts and/or items are exported directly by sea, air, and road to a country outside the European Union, EUROCOPTER will take over the responsibility to provide appropriate customs documentation to the Customer or its designated forwarder. The Customer guarantees correct closure of the respective custom procedure on leaving the European Union. In case of non-compliance, the Customer shall be liable for any additional costs and charges imposed on EUROCOPTER by national tax administration.

20- INTELLECTUAL PROPERTY

EUROCOPTER retains all rights in respect of developments, inventions, production procedures and any intellectual property rights relating to the subject of the Contract. Copying and/or reproducing EUROCOPTER's products or publications, either wholly or partially, without EUROCOPTER's express approval is unlawful.

Nothing in the Contract shall be construed as constituting the granting of a license to use and/or a legal transfer of any patent, utility or design model, copyright, trademark or other intellectual property right.

21- CONFIDENTIALITY

The Customer recognizes the confidential and proprietary nature of the documentation and information relating to the Items or Services. Unless otherwise previously agreed in writing the Customer shall not copy or divulge any information directly or indirectly provided within the scope of the Contract.

In case of breach of confidentiality, EUROCOPTER shall be entitled to claim compensation from and against the Customer.

22 – MISCELLANEOUS

The failure of EUROCOPTER to enforce or to apply at any time any of the clauses or provisions of these Standard Conditions of Service shall in no way be construed to be a present or future waiver of such clause or provision nor in any way to affect the validity of these Standard Conditions of Service or any part thereof or the right for EUROCOPTER thereafter to enforce each and every such provision.

In the event that one or more of the clauses provided for in these Standard Conditions of Service is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.

23 – LANGUAGE

The Parties hereto have expressly requested that this Contract and all documents relating thereto be drawn up only in the English language. Les Parties aux présentes ont expressément demandé que le présent contrat ainsi que tous les documents qui s'y rapportent soient rédigés en langue anglaise seulement.

24 – APPLICABLE LAW

This Contract and the rights of the Parties hereto shall be governed by and construed in accordance with the substantive laws of the Province of Ontario without reference to the laws of any other province or jurisdiction. The Customer hereby irrevocably consents and agrees that any legal action, suit, or proceeding arising out of or in connection with this Contract may be commenced and prosecuted to conclusion in Fort Erie, Ontario, provided that nothing in this provision shall limit the right of EUROCOPTER to commence proceedings in any other court of competent jurisdiction in any country where the Customer is domiciled or has its principal place of business. The parties hereby consent and agree to be subject to the jurisdiction of the aforesaid courts and, to the greatest extent permitted by applicable law, the Parties hereby waive any right to seek to avoid the jurisdiction of the above courts on the basis of the doctrine of *forum non conveniens*.