

STANDARD CONDITIONS OF SALE

APPLYING TO THE SALE OF SPARE PARTS

1- DEFINITIONS

- **AOG** (Aircraft On Ground) means a situation in which the helicopter is unable to fly or is ineligible to return to service because of an unscheduled need for replacement or major repair of components, not related to schedule maintenance tasks.
- **Contract** means the agreement entered into by EUROCOPTER and the Customer related to the sale of Spare Parts on the basis of these Standard Conditions of Sale.
- **Customer** means the person or company to which EUROCOPTER sells any Spare Parts.
- **EUROCOPTER** means EUROCOPTER S.A.S., EUROCOPTER Deutschland GmbH, and/or its subsidiaries and/or Eurocopter Canada Limited, (hereafter known as ECL).
- **Manufacturer** means the company which has designed the Spare Parts.
- **Order Confirmation** means the acknowledgement of receipt of the Customer's order by EUROCOPTER
- **Party/Parties** mean either separately or collectively the Customer and EUROCOPTER.
- **Product** means helicopter and the installed optional equipment.
- **Scheduled Order** means Order confirmed by EUROCOPTER, taking into consideration the Customer delivery date request allowing a reasonable lead-time for the delivery of Spare Parts.
- **Spare Parts** mean brand new parts of the helicopter supplied by EUROCOPTER and/or its subsidiary.

2- GENERAL

These Standard Conditions of Sale apply to the sale of Spare Parts performed by **EUROCOPTER** to any Customer in order to maintain and/or operate EUROCOPTER helicopters, excluding brokerage or other distribution activities. They shall exclusively govern the contractual relationship between EUROCOPTER and its Customers. The Spare Parts are ordered within the framework of Customer's professional activities in order to maintain and/or operate EUROCOPTER helicopters. Any conditions in contradiction and/or deviation to the present standard conditions are not accepted by EUROCOPTER, unless EUROCOPTER has expressly agreed to such in writing.

3- CUSTOMER ACCOUNT

Each provision of Spare Parts 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

4- PURCHASE ORDERS

ECL provides Spare Parts only to Customer duly registered within ECL.

The sale of Spare Parts shall be subject to due ordering by the Customer and acceptance by EUROCOPTER. The Customer's orders have to be confirmed in writing by EUROCOPTER. The Contract shall be binding upon receipt by the Customer of EUROCOPTER's Order Confirmation.

Until receipt of EUROCOPTER's Order Confirmation, the Customer may cancel in writing individual orders placed to ECL. After receipt of the Order Confirmation, if the Customer wishes to cancel an order, EUROCOPTER is entitled to request from the Customer cancellation fees as indemnity to cover all costs borne by EUROCOPTER.

5- DELIVERY AND TRANSPORT

5-1 General

Except if the Contract stipulates another INCOTERM®, Spare Parts shall be delivered packed Free Carrier (FCA-INCOTERM® 2010) at EUROCOPTER site as specified in the Contract.

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.

In case of unavailability of the Spare Parts or of raw material, EUROCOPTER has the right to make partial deliveries.

5-2 Collection of Spare Parts

Spare Parts 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 Spare Parts within said fifteen (15) calendar days period:

- EUROCOPTER may rescind the Contract by written notice with immediate effect and retain as liquidated damages any initial payments made by the Customer. The retention of any such payment shall not preclude EUROCOPTER from seeking compensation from and against the Customer for further damages and/or costs;
- The Customer shall not be entitled to claim compensation or damages on the grounds of the non-availability of the Spare Parts retained by EUROCOPTER; and
- All expenses incurred by EUROCOPTER as regards to the Customer's order (packaging, unpacking, storage at the forwarding agent's premises, etc.) shall be charged to the Customer.

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

5.3 Reserves at delivery

The Customer shall check the Spare Parts and notify any recognizable defects in a documented registered letter within twenty one (21) calendar days for standard deliveries as from the date the Spare Parts have been picked up by the Customer (as described in article 5-1).

After expiry of such period, the Spare Parts shall be deemed accepted.

Should EUROCOPTER 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 Spare Parts reception.

6- AOG

To guarantee an efficient service to the Customer and respond quickly to any situation where the Customer's helicopter is on the ground ECL 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 bring back a helicopter into service or to enable it to perform its mission.

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

The AOG service is provided 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. **A flat rate for transportation cost will be added to the price of Spare Parts.**

Beyond the general procedure described in articles 3 and 4, the Customer shall also mention in writing on any AOG order placed to ECL the following information:

- o Order Number
- o Type ,version and serial number of the helicopter
- o Part number/nomenclature
- o Failure description and reason of removal
- o Quantity required for the specific AOG
- o Ship to address
- o Invoice address (if different from ship to address)

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

The Customer may cancel in writing individual order placed to EUROCOPTER no later than twelve (12) hours after the reception of EUROCOPTER's Order Confirmation. Without any cancellation from the Customer received by EUROCOPTER in due time, the Contract shall be deemed accepted and the Spare Parts delivered. Consequently, any cancellation of order shall be agreed by EUROCOPTER afterwards.

The Spare Parts already available in EUROCOPTER's inventory when receiving the order from the Customer will be delivered

packed Carriage Insurance Paid (CIP, INCOTERM® 2010) to the nearest International Airport to the Customer and within seventy-two (72) hours after the reception by EUROCOPTER of the Customer's order, depending on the delivery location
The Customer may order in AOG a maximum of three (3) lines items per order and in accordance with the quantity fitted on the helicopter.

In case of several line items ordered, EUROCOPTER 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 recognizable 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 put them at EUROCOPTER's disposal.

7- DELAYS

7-1 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 obligation, 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 decisions 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 part, 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.

7-2 Excusable delay

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

- o Changes or additions to the order which are requested by the Customer after Order Confirmation by EUROCOPTER, or
- o Any failure by the Customer to perform its obligations in accordance with the schedule set forth in the Contract, or
- o Any Force Majeure case as per 7-1.

8- TRANSFER OF OWNERSHIP

Transfer of ownership of the Spare Parts is subject to the prior performance by the Customer of its obligations in particular the full payment of the delivered Spare Parts and interests, if any.

Accordingly, in the event that the Customer fails to pay according to the contractual payment terms, EUROCOPTER reserves the right to rescind the Contract through notification sent by registered letter and, if the Spare Parts are already delivered, to demand that said Spare Parts be returned.

In the event that the laws of the country where the Spare Parts are 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.

9- TRANSFER OF RISK

Risk of loss or damage to the Spare Parts is transferred to the Customer at the time of delivery as determined by the agreed INCOTERM® 2010.

10- PRICES

All Invoices for Spare Parts will be at the price indicated in the relevant ECL'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 USD.

All prices are for Spare Parts delivered FCA EUROCOPTER site (INCOTERM® 2010) and in case of a minimum purchase amount of three hundred (300) are inclusive of all expenses and taxes relating to the manufacture of the Spare Parts, Federal and Provincial taxes excluded. For all orders below a minimum purchase amount of three hundred (300) US dollars, Federal and Provincial taxes excluded, ECL reserves the right to invoice, against documents, additional individual costs for filling the order. 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.

11- PAYMENTS

11-1 General

The payment obligation will be considered fulfilled at the time the full amount is irrevocably credited to the EUROCOPTER 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.

11-2 Payment Terms

For any Scheduled Order exceeding two hundred thousand (\$200,000) USD the Customer shall perform the following payment:

- Upon Contract agreement, 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 invoiced amount of the delivered Spare Parts shall be paid by the Customer.

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

12- 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% (eighteen) 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 Spare Parts.

13- PRODUCT QUALITY AND AIRWORTHINESS DOCUMENTATION

EUROCOPTER SAS and EUROCOPTER Deutschland GmbH hold organizational approvals issued in their respective National Civil Aviation Authority, a Production Organization Approval in compliance with the EASA Part 21/G and AQAP 2110 regulations.

The official recognition that the Spare Parts have satisfied the Quality Assurance Procedures is attested by the issuance of the following documents:

- For civilian Customers, an Authorized Release Certificate per non standard Spare Part, issued on behalf of the National Civil Aviation Authority by EUROCOPTER.
- Upon request, a Certificate of Conformity issued by EUROCOPTER authorized certifying staff;
- A log card if applicable.

14- MODIFICATIONS

14-1 Modifications incorporated prior to delivery

EUROCOPTER may carry out modifications to the Spare Parts pursuant to new manufacturing or engineering requirements without the consent of the Customer, as long as such modifications do not affect the specification and/or performance of the Spare Parts, contractual price and/or delivery time. If modifications affect specification and/or performance of the

Spare Parts, related costs and/or delivery time, EUROCOPTER will consult with the Customer to reach agreement on the consequences to the Contract.

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

14-2 Modifications decided subsequent to the delivery of the Product

EUROCOPTER will notify the Customer of any modifications that the competent National Airworthiness Government Agency has decided to impose on the Spare Parts or on the helicopters owned by the Customer. In the event of such modifications, EUROCOPTER shall make available to the Customer, within a reasonable time, at the latter's request and at the latter's expense, the Spare Parts required to incorporate such modifications to the helicopter and Spare Parts previously delivered.

15- WARRANTY

15-1 General

EUROCOPTER warrants that the Spare Parts 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 benefit of which EUROCOPTER hereby assigns on to the Customer who accepts such assignment.

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

ECL will reimburse reasonable transportation costs outbound for the reparable Spare Part for which the benefit of the warranty has been granted by ECL. The Customer shall send to ECL 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 Spare Part shall be borne by the Customer.

For the return of Spare Part for which the benefit of the warranty has been granted by ECL, 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 Publication 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 Spare Parts 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 ECL.

The warranty shall furthermore cease to apply to any item 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 item is not the result of the accident.

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

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 EQUIPEMENT 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.

15-2 Warranty Period

EUROCOPTER's obligation under this warranty is limited to the repair or replacement at EUROCOPTER's choice – of allegedly defective Spare Parts, that have been returned to its facility and, at the time of any repair or replacement, have been recognized by EUROCOPTER's after expertise as defective. To be eligible under this warranty, the alleged failure must have occurred within the following time limits, as determined by EUROCOPTER:

o For Spare Parts

- Within one thousand (1,000) flying hours or twelve (12) months from the time they are fitted to the helicopters or twenty four (24) months after their delivery from EUROCOPTER's facility, whichever event first occurs.

o For tools

- Within a period of twenty four (24) months after their delivery from EUROCOPTER's facility.

15-3 Repaired or replaced Spare Parts

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

16- CONTRACTURAL 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 a case of a breach of any of its contractual obligations shall be limited to foreseeable, typically occurring damages and shall not exceed 50 (fifty) 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.

17- 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.

18- EXPORT AND IMPORT LICENSES/AUTHORIZATIONS, CUSTOMS

18-1 Export and import licences/ authorizations

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 laws and regulations is prohibited.

If the provision of items/commodities (goods/hardwares, softwares technologies) and/or services under the Contract requires any official licenses/authorizations (in particular import and/or export licenses/authorizations), EUROCOPTER shall take all necessary measures and follow all appropriate procedures in order to obtain such licenses/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 license/authorization is not granted and/ or is granted with delay and/ or if a license/authorization that has been granted is revoked, and/or if a license/authorization is not granted as 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 7.1 Force Majeure.

Export Licenses/authorizations are usually provided for a specific end-use/end-user and/or with specific provisions or conditions. The Customer undertakes to abide by the content of governmental licenses/ authorization and to warrant and represent certificates signed in the context of application procedures. Any change of 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 licenses/authorizations.

The Customer shall therefore notify ECL 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 ECL to assess the necessary actions to be taken and procedures to be applied. Then the Customer shall follow the instructions given by ECL.

The Customer shall personally obtain in due time any import license/authorization required in its country for items/commodities covered by the Contract, in particular those required by the Canadian Controlled Goods Program.

18-2 Customs

For delivery out of EUROCOPTER's European Union facility, if Spare Parts 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 customs 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.

19- 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 EUROCOPTERs express approval is unlawful.

Nothing in this 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.

20- CONFIDENTIALITY

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

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

21- MISCELLANEOUS

The failure of EUROCOPTER to enforce or to apply at any time any of the clauses or provisions of these Standard Conditions of Sale 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 Sale 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 Sale is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.

22- 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 la présente convention ainsi que tous les documents qui s'y rapportent soient rédigés en langue anglaise seulement.

23- 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*.