



STANDARD CONDITIONS OF SALE – SPECIFIC ANNEX APPLYING TO THE SALE OF SPARE PARTS

B1 - GENERAL

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

B2 - DELIVERY AND INCOTERMS

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

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

B3 - ORDER CANCELLATION

After receipt of the Order Confirmation, cancellation of order is not possible and will be considered as termination for default of the Customer without any prior notice by the Seller.

B4 - AOG PURCHASE ORDERS SPECIFICITIES

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

Any Spare Parts listed in the Seller's illustrated Parts catalogue 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 Seller's price list in force, or in the relevant Quotation. A flat rate for transportation cost will be added to the price of Spare Parts.

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

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

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

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

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

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

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

B5 - SB kit and STC

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

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

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