

Terms & Conditions

(APPLICABLE FOR THE ROTOR REWARDS PROGRAM AND ITS ASSOCIATED BENEFITS ONLY)

DEFINITIONS:

- **Airbus Helicopters Canada Limited** hereinafter referred to as '**Airbus Helicopters Canada**' is the wholly owned subsidiary of Airbus Helicopters, responsible for marketing and sales of Airbus Helicopters products and services in Canada,
- **Airbus Helicopters SAS** hereinafter referred to '**Airbus Helicopters**' is the world's leading manufacturer of Helicopters,
- **Airbus Helicopters Canada Rotor Rewards Program** hereinafter referred to as the '**Rotor Rewards Program**' or '**Program**'
- **Member(s)** refers to customer(s) of Airbus Helicopters Canada who has/have enrolled into the Rotor Rewards Program.

1 – GENERAL

The terms and conditions are important and affect your rights as a member of the Rotor Rewards Program. You must read these before enrolling for the Rotor Rewards Program. Some of the clauses may be related to other clauses, and therefore we recommend that no clause be read in isolation. Signing up for the Rotor Rewards Program is an acceptance of these terms and conditions.

These terms and conditions do not change any other Standard Conditions of Sales of Airbus Helicopters Canada that may be in effect.

2 – MEMBERSHIP AGREEMENT

These terms and conditions set out the contractual relationship between Airbus Helicopters Canada and members of the Rotor Rewards Program. Enrolment into the Rotor Rewards Program is acceptance of these terms and conditions by the member.

3 – MEMBERSHIP

Membership to the Rotor Rewards Program is open to all Canadian owners and operators of Airbus Helicopters products except Government Entities, Law Enforcement Agencies, Emergency Medical Services foundations, third-party Maintenance Centres, employees of Airbus Helicopters Canada and/or Airbus Helicopters SAS and its affiliates and subsidiaries. Also, any company or individual signing up for the Rotor Rewards Program must have an active account with Airbus Helicopters Canada. For those who do not have an active account, they would be required to sign an Account Opening Agreement before enrolling for this Program.

All members are required to provide one or more authorized signatory for their respective accounts at the time of enrolment. The applicable benefits from the Program would automatically be accrued to the respective account of the member, however, changes such as redemption of reward points can be made by the authorized signatory only.

4 – ENROLMENT

Eligible customers can enrol for this Program by filling out the Rotor Rewards Program enrolment form which is available by request made through an Airbus Helicopters Canada representative or can be downloaded through our website: www.airbushelicopters.ca

Membership to the Rotor Rewards Program is not confirmed until it is accepted and processed by Airbus Helicopters Canada. Once this is done, the members will receive the Program information package.

All the information requested at the time of enrolment is required for updating account information of the customer, which in turn will help Airbus Helicopters Canada administrate and enhance the Program to ensure maximum benefits for the members.

5 – ACCOUNT INFORMATION UPDATES

It is the responsibility of Rotor Rewards Program members to keep all their account information up to date. The Program requires members to provide updates on contact information, fleet and any other details requested pertaining to Airbus Helicopters products and services and their applicable usage.

Airbus Helicopters Canada may request such updates at least once a year and expects all members to comply by providing these updates accurately and as per the timelines outlined. This information is critical to Airbus Helicopters Canada's ability to continuously improve and enhance this Rotor Rewards Program.

Failure to comply with information updates could result in termination from the Program and its related or acquired benefits for a given member.

6 – MEMBERSHIP STATUS & TIER EVALUATION

The Program consists of four tiers; Blue, Silver, Gold and Platinum and associated benefits.

Blue tier is the first level and Platinum is the highest level. New Airbus Helicopters customers with no purchase history will enter the Program at the Blue tier. Entitlement to a particular tier is valid for one calendar year and depends on the qualification criteria based on the last two year's average purchase of spares and other services for a given member. However the purchase of aircraft is excluded from this criterion. Average purchases are calculated on the total amount net of any other discounts, reimbursements or taxes that might be applicable.

For new aircraft deliveries in the previous two years, Members will be entitled for one year Gold tier status & benefits for the next Calendar year as long as the new aircraft was registered in Canada for a minimum of one year after delivery date.

Tier allocation for all members will be reviewed at the end of each calendar year, based on purchase levels for spares and other services. Members will be notified at the beginning of the next calendar year of their new applicable tier for that year.

7- PROGRAM & BENEFITS

The Rotor Rewards Program includes tier-based and general benefits.

7-1 TIER BASED BENEFITS

Tier based benefits are applicable as specified within a given tier and cannot be treated as general benefits of the Rotor Rewards Program. These benefits are subject to change. The qualification criteria for all four tiers and related benefits are as follows:

7-1-1 BLUE TIER

- Blue tier is applicable for all registered members who accumulate for the last two years an average of **total purchases up to US\$ 100,000** for spares and other services that may include Repair & Overhaul, Training, Technical Publications, use of the Service Centre and purchase of options developed at Airbus Helicopters Canada.
- While Blue tier members will **not be eligible for any tier-based spares discounts**, they **can receive the bonus discount on spares**, subject to fulfilling the conditions as detailed in the general benefits section of this document.

7-1-2 SILVER TIER

- Silver tier is applicable for all registered members who accumulate for the last two years an average of **total purchases over US\$ 100,000 but not more than US\$ 500,000** for spares and other services that may include Repair & Overhaul, Training, Technical Publications, use of the Service Centre and purchase of options developed at Airbus Helicopters Canada.
- Silver tier members are eligible for a **four percent (4%) tier-based spares discount** for spares purchases only.
- They are also eligible to receive the **bonus discount** on spares, subject to fulfilling the conditions as detailed in the general benefits section of this document.

7-1-3 GOLD TIER

- Gold tier is applicable for all registered members who **accumulate** for the last two years an average of **total purchases over US\$ 500,000 but not more than US\$ 1,000,000** for spares and other services that may include Repair & Overhaul, Training, Technical Publications, use of the Service Centre and purchase of options developed at Airbus Helicopters Canada.

- Gold tier members are eligible for a **seven percent (7%) tier-based spares discount** for spares purchases only.
- Members who **took deliveries of new aircraft in the last two years will receive one year Gold tier** status for the next calendar year as long as the new aircraft was registered in Canada minimum one year after delivery.
- They are also eligible to receive the **bonus discount** on spares, subject to fulfilling the conditions as detailed in the general benefits section of this document.

7-1-4 PLATINUM TIER

- Platinum tier is applicable for all registered members who accumulate for the last two years an average of **total purchases over US\$ 1,000,000** for spares and other services that may include Repair & Overhaul, Training, Technical Publications, use of the Service Centre and purchase of options developed at Airbus Helicopters Canada.
- Platinum tier members are eligible for a **ten percent (10%) tier based spares discount** for spares purchases only.
- They are also eligible to receive the **bonus discount** on spares, subject to fulfilling the conditions as detailed in the general benefits section of this document.
- Platinum tier members are also encouraged to contact Airbus Helicopters Canada for **customized solutions & contracts for any of their service requirements**.

7-2 GENERAL BENEFITS

General benefits are those which are common and available to all members of the Rotor Rewards Program regardless of their tier. However, as set out below, members may have to qualify for these benefits or meet certain pre-conditions. List of these benefits include:

7-2-1 REWARD POINTS

All members are eligible to earn reward points on the purchase of services from Airbus Helicopters Canada that may include but not be limited to Repair and Overhaul, Training, use of Service Centre, Technical Publications and Airbus Helicopters Canada developed options. However, the purchase of aircraft and spares are excluded and members would not get any reward points for the same. Also, reward points will not be awarded to members for those services on which they may have valid customized contracts. Airbus Helicopters Canada reserves the right to not award reward points for Customers who do not respect the Standard Conditions of Sale.

7-2-1-1 Calculation for Reward Points

As a general rule, members are eligible for **3 reward points for every US\$ 100** worth of services bought from Airbus Helicopters Canada. These reward points are calculated on the amount net of any other discounts, reimbursements or taxes that might be applicable. Also, reward points are awarded once the final payment has been received for a given invoice as per the applicable payment terms.

Reward points are issued on a quarterly basis as a multiple of US\$100 and any amount less than that will not be used for point calculations.

A quarterly statement of account will be issued to all members through which they can track reward points

earned for all services purchased. Members are advised to notify Airbus Helicopters Canada of any anomalies observed in the statement of account within 30 days of its issuance, which would then be reviewed and corrective action taken where necessary. It may be required to submit the supporting documents for resolution of such issues.

level and bonus discount and **will be given to the member's account in the form of a credit note at the beginning of the following year.** However, default of even a single payment as per set credit terms of Airbus Helicopters Canada would disqualify members from this benefit.

7-2-1-2 Redemption of Reward Points

Members can **redeem reward points for any future purchase of spares and/or services** from Airbus Helicopters Canada.

For redemption of reward points, every **1 point will be worth the equivalent of US\$ 1.00** at the currency rate on the date of redemption.

To redeem reward points, members would have to notify Airbus Helicopters Canada service representative or Finance department.

7-2-1-3 Validity of Reward Points

Reward points earned do not expire unless specified differently in the statement of account that all members would receive on a periodic basis. All reward points can be redeemed by members at their own convenience. However, Airbus Helicopters Canada may offer certain time limited promotions that require use of reward points and it could be in the interest of members to utilize these reward points to draw maximum value out of the Program.

7-2-2 BONUS DISCOUNT ON SPARES

Only Rotor Rewards members are eligible for a bonus discount of **two percent (2%) on future purchases of spares** if in the previous two years the **average of services bought** (which includes Repair and Overhaul, Training, use of Service Centre, Airbus Helicopters Canada developed options and Technical Publications and excludes spares and aircraft sales) **was 30% or higher of the total spares and services purchased (excluding aircraft sales) with a minimum threshold of US\$ 5000 in services.**

In this case, Members would get the applicable tier-based discount on spares plus this additional discount. **To summarize, in case the bonus discount is applicable, the tier based spares discounts would be as below:**

Tier	Tier based Spares Discount (%)	Bonus Spares Discount (%)	Total Discount on Spares (%)
Blue	0	2	2
Silver	4	2	6
Gold	7	2	9
Platinum	10	2	12

7-2-3 'ON TIME PAYMENT' DISCOUNT FOR SPARES

In an effort to promote on time payments to Airbus Helicopters Canada, an **additional 0.5% discount on spares** purchases is available for those members who have paid all invoices on time for a given year. This discount would be applicable in addition to the tier

7-3 ADDITIONAL RULES

Rules applicable to the Rotor Rewards Program and its associated benefits are as below:

- Reward points earned for a given transaction cannot be redeemed on current, or past, purchases of spares or services.
- Reward points earned can only be redeemed once they are accrued in the quarterly statement of account and upon notifying Airbus Helicopters Canada.
- No reward points will be awarded for aircraft and spares purchases.
- Reward points will be awarded on the invoice value net of any discounts, reimbursements or applicable taxes and upon receipt of full payment for a given invoice.
- Reward points earned are non transferrable and can only be utilized by the awarded member for any subsequent purchase of spares and services.
- Members are solely responsible for all taxes payable for participation, collection or redemption of reward points in the Program.
- Airbus Helicopters will not be responsible for any tax consequences which may flow from participation in the Program.

8- USE OF MEMBER INFORMATION

As part of providing value-added services to the members, Airbus Helicopters Canada in collaboration with its suppliers and affiliates reserves the right to send special offers / products to the members, based on their account profile.

9- PROGRAM ALTERATIONS, BREACH & WITHDRAWAL

Airbus Helicopters Canada reserves the right to amend, alter, withdraw or terminate the Rotor Rewards Program either in part or whole or these terms and conditions with or without prior notice. Any modifications made to the Rotor Rewards Program would be communicated to all members in due course.

This Rotor Rewards Program and its associated benefits are based on commercial terms that may govern the purchase of any products and services. The Program and its benefits are secondary to the fulfilment of any such commercial terms for transactions between Airbus Helicopters Canada and Program members. Any dispute or violation arising in any given commercial transaction for purchase of

products or services would result in a non-appliance of this Program and its related benefits until such dispute or violation is resolved.

Airbus Helicopters Canada also reserves the right to disqualify any member from further participation in the Program if, in Airbus Helicopters Canada's sole judgment, such person has violated the Terms & Conditions of the Rotor Rewards Program or any of the rules described herein.

This could lead to termination from the Rotor Rewards Program and its related or acquired benefits for such member. Members may withdraw from the Program at any time by contacting a Airbus Helicopters Canada Representative. However, voluntary withdrawal from the Program will result in forfeiture of all benefits associated with the Program.

10- LIMITATION OF LIABILITY

Airbus Helicopters Canada and its affiliates shall not be liable to any member, for any indirect or consequential loss, damage or expense of any kind whatsoever, arising out of or in connection with the Rotor Rewards Program or the provision or the refusal to provide any benefits, whether such loss, damage or expense is caused by the negligence or otherwise, and whether Airbus Helicopters Canada and its affiliates have any control over the circumstances giving rise to such claims for damages. Airbus Helicopters Canada will not be liable for any loss arising from failure or delay of decision by it or its affiliates to administer the Program.

11- NOTICES

All notices, requests and other communication for effective running of the Rotor Rewards Program by members and Airbus Helicopters Canada will be in writing as mentioned hereunder.

12- MISCELLANEOUS

- These Terms and Conditions constitute the entire agreement between Airbus Helicopters Canada and members of the Rotor Rewards Program with regards to participation in the Program, entitlement to collect and redeem reward points and any other benefits as mentioned in this document.
- These Terms and Conditions supersede all previous versions of similar programs and/ or volume based discount plans.
- Except as explicitly contained in these Terms and Conditions, there are no conditions, representations, warranties, expressed or implied, statutory or otherwise.
- Unless Airbus Helicopters Canada otherwise elect, any dispute regarding these Terms and Conditions, including validity, existence, binding effect, interpretation, performance, breach or termination, and including claims, shall be referred to and finally determined, to the exclusion of the courts, by a single arbitrator.

- Airbus Helicopters Canada will not be taken to have waived any of its rights even if exceptions are made on a case to case basis.
- Reward points cannot be converted into any currency.
- All materials and any notices from Airbus Helicopters Canada will be sent to member's address as in Airbus Helicopters Canada's records. It is the member's responsibility to notify Airbus Helicopters Canada if the address of their company or any other relevant contact details changes.

13- Applicable Law

In the event that one or more of the clauses provided for in these Terms and Conditions is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the substantive laws of the Province of Ontario and the law of Canada applicable therein without reference to the laws of any other province or jurisdiction. Members hereby irrevocably consent and agree that any legal action, suit, or proceedings arising out of or in connection with this Agreement may be commenced and prosecuted to conclusion in Fort Erie, Ontario.

14 - LANGUAGE

The parties hereto have expressly understood that all communication about the program would be drawn up only in the English language. Les parties ont expressément admis que le présent contrat ainsi que tous les documents qui s'y rapportent soient rédigés en langue anglaise uniquement.