



GENERAL TERMS AND CONDITIONS AND STANDARD CONDITIONS

of *JetSupport B.V* registered at the Chamber of Commerce Amsterdam under nr. 34179059, *Jet Support Handling B.V* registered at the Chamber of Commerce under nr. 34261945, *AllPlanes B.V.* registered at the Chamber of Commerce under nr. 34237058 and acting under the foregoing names or any other chosen trade names respectively including, without limitation, "*JetSupport Avionics*", "*JetSupport Amsterdam*", all domiciled at Thermiekstraat 158, 1117BG Schiphol-Oost, the Netherlands. In these General Terms and Conditions and Standard Conditions, each and every entity is referred to as "JS", "JS entity" or "JS entities" in plural.

June 2018

DEFINITIONS

For the purpose of these General Terms and Conditions and Standard Conditions the following definitions shall apply (such definitions to be equally applicable to both singular and plural forms of the terms defined):

- (a) "Agreement" shall mean the agreement between Customer and JS.
- (b) "Component" shall mean component maintained by JS and operated by Customer.
- (c) "CPT" shall mean CPT as defined in the Incoterms 2010 issued by the International Chamber of Commerce, Paris, France.
- (d) "Customer" shall mean the counterparty of JS.
- (e) "Delivery Document", normally equal to "Work Order", shall mean such a report which mentions the possible cause of a malfunction and observed damage of an item and provides details of repair shop findings with regard to rectification of said malfunction, plus the "Authorized Release Certificate – Airworthiness Approval Tag", Form I.
- (f) "Ex-works" shall mean "ex works" as defined in the Incoterms 2010 issued by the International Chamber of Commerce, Paris, France and for the purpose of these General Terms and Conditions the location of delivery to Customer shall be any location at which JS delivers to the Customer, which may not necessarily be the domicile of the JS entity.
- (g) "General Terms and Conditions" shall mean the general terms and conditions in this document including the Standard Conditions, unless expressly stated otherwise.
- (h) "Investigation Report" shall mean such a report which mentions in detail item performance, condition of part of the item as well as conclusions and recommendations, for example after sampling, in regard to increased reliability and service life.
- (i) "Item" shall mean Rotable items and/or Component.
- (j) "Overhaul" shall mean the restoration of an item in accordance with the instructions defined in the relevant manual issued by the Manufacturers of the particular item or any other competent authority.

(k) "Parties" shall mean the parties to the Agreement between Customer and JS.

(l) "Reconditioning" shall mean Repair and or Overhaul, as well as treatments after shelf time expired.

(m) "Repair" shall mean the restoration of a defective item to a serviceable condition only.

(n) "Rotable item" shall mean spare part of the aircraft, which in the normal course of operation is repeatedly rehabilitated to a fully serviceable condition over a period approximating the life of the flight equipment to which they are related.

(o) "Services" shall be defined as the Reconditioning of Rotable Items/Components for Aircraft, and any other service e.g. subcontracting extended by JS on request of the Customer although not specifically mentioned above.

(p) "Turnaround time" shall mean the period elapsing between the date of receipt by Seller of both the item sent for Reconditioning as well as the relevant order and date of shipment to Buyer of the item upon completion of the Reconditioning.

1. SCOPE OF APPLICATION

1.1. The General Terms and Conditions set out hereinafter apply, unless specified otherwise, to all Agreements, which JetSupport B.V. (JS) shall carry out itself or delegate to third parties, to perform work upon aircraft or parts thereof (including but not limited to Services, inspection, engineering calculations, maintenance and overhaul, repairs, modifications, hangarage and handling) and to all Agreements connected thereto.

1.2. Each of JS's entities listed above, whether JetSupport B.V, JetSupport Infra B.V, JetSupport Handling B.V. or AllPlanes B.V, shall be deemed to enter into a separate, independent Agreement with a Customer under the present General Terms and Conditions. Commitments entered into by one of the JS entities shall be binding only with respect to the JS entity itself, not to any affiliate or other JS entity.

1.3. Should conditions in the General Terms and Conditions of JS and the General and Terms Conditions of the Customer be incompatible, the General Terms and Conditions of JS will prevail.

1.4. Should one or more conditions in these General Terms and Conditions appear to be void or

made void, the other conditions will remain in place. Customer and JS will then consult each other in order to agree on new conditions to replace the conditions that are or have been made void, taking into account as much as possible the objectives of the original conditions.

1.5. JS may alter these General Terms and Conditions. Those alterations shall also apply to Agreements that were already made at the moment the alteration takes place, on the condition that the Customer has been given notice of these alterations. Should the Customer not accept these alterations, it must notify JS in writing, in which case the existing Agreements will be executed under the old General Terms and Conditions. New Agreements will be governed by the new General Terms and Conditions.

1.6. JS reserves the right at all times to outsource work to a third party without the Customer's consent.

1.7. Unless expressly agreed upon in writing, general terms and conditions of the Customer are explicitly excluded.

1.8. If the Customer's general terms and conditions are expressly accepted in writing then in the event of any conflict between the General Terms and Conditions and the terms and conditions of the Customer, the former will prevail.

1.9. JS collects personal data from Customer for the purpose of fulfilling the Agreement, subject to the privacy policy published on its website. This data encompasses, to the extent provided by Customer, first and surname, gender, birth date and -place, age, corporate title and function, address, e-mail address, bank account number, license plate, camera surveillance footage (in case of visits to our premises) biometric data, passport photograph, civil service number and personal data provided by telephone. JS processes the personal data for the following purposes: 1) payment transaction; 2) transmission of newsletters and advertising; 3) to call if necessary to perform its work, Services or to provide its products; 4) to inform about changes to its work, Services or products; 4) to deliver work, Services or products or other goods to Customer's premises; 5) to fulfil requirements by law such as processing required by law(s) such as tax purposes, immigration or airport entry. JS has published its full privacy policy on its website (www.jetsupport.nl) and may update the same. Customer is advised to read the full privacy policy and check for updates.

1.10. Nothing in these General Terms & Conditions, Standard Conditions or in any Agreement to which they apply shall be deemed to create any right on the part of any person or entity not a party to an Agreement.

2. OFFERS

2.1. All verbal or written offers are free of obligations, unless confirmed in writing by JS. Verbal statements by JS are not binding, unless followed immediately by a written confirmation by JS.

2.2. Orders from and acceptance by the Customer are regarded as an offer to JS and are irrevocable.

2.3. The Agreement between parties takes effect at the time of its written confirmation by JS, or at the time when JS starts to implement the Agreement.

2.4. Cost estimates shall be binding only when submitted in writing and explicitly designated in the text to be binding.

2.5. Customer shall be responsible for obtaining any licenses required by the Dutch authorities for work to be performed for Customer.

2.6. Customer shall be responsible for obtaining any licenses, licenses as in article 2.4 including, and shall pay any costs in connection therewith.

2.7. Customer shall be responsible for the airworthiness of the aircraft towards the authorities concerned.

3. SCOPE OF ORDER

3.1. JS shall execute the Agreement according to its best capacities, knowledge and according to the standards of best practice.

3.2. Each order shall be deemed to contain an authorization of JS without specific approval by the Customer to carry out or cause to be carried out all such work as shall be necessary for testing the object to which the order refers, with the exception of test flights.

3.3. In case the order includes the execution of scheduled or unscheduled maintenance, testing or modification work, it shall always cover all such work and testing as shall be deemed necessary by the responsible inspector of JS to maintain or restore an aircraft's airworthiness.

3.4. JS shall be authorized to delegate any work ordered by a Customer to a third party without previously notifying the Customer or obtaining consent. The work performed by a third party or auxiliary personnel is governed by and under the scope of these General Terms and Conditions.

4. ORDERING PROCEDURE

4.1. Upon Customer's request, JS shall make price and schedule quotations for work to be performed, which quotations shall be valid for a period of 90 (ninety) days after date of issue, unless otherwise stipulated in the relevant quotation.

4.2. JS shall only perform the work on the basis of an order placed by Customer and accepted by JS in writing.

4.3. The General Terms and Conditions exclusively applies to all quotations made and agreements entered into by JS in respect of work

to be performed, irrespective of what is mentioned on purchase orders, letters, general conditions and other documents issued by Customer, unless otherwise stated in the relevant quotation.

5. ADJUSTMENT OF AGREEMENT

5.1. If, during execution of the Agreement, it appears necessary to change or supplement the Agreement, the parties will, in due time and in consultation with each other, adjust the Agreement accordingly.

5.2. If the parties agree that the Agreement is to be changed or supplemented, JS is entitled to adjust the price, the manner and term of execution accordingly. Article 5 applies without any prejudice.

5.3. If the adjustment of the Agreement has financial consequences or consequences regarding the quality of the work to be done, JS shall inform Customer accordingly.

5.4. In deviation of the former articles, JS shall not charge any extra costs if the adjustment of the Agreement is the result of circumstances that must be attributed to JS.

5.5. Without prior written approval by JS, the Customer shall not be entitled to assign any rights and liabilities from any Agreement to any third party.

6. PRICES

6.1. Prices fixed under Agreement shall refer exclusively to such work and supplies as are agreed upon in writing. Work not provided for in the Agreement or relevant confirmation of order shall be charged for separately on the basis of the standard rates, which apply on the date on which the order is confirmed.

6.2. If no fixed price is agreed upon, JS shall apply the prices it currently charges for the type of work involved.

6.3. All prices shall be net ex-works, wherever the work may have taken place. Subcontractor price increases, foreign exchange rate fluctuations, import duties, taxes or other dues augmenting JS cost price shall be borne by the Customer.

6.4. Prices are exclusive of VAT, custom duties and other government levies.

6.5. Unless agreed otherwise in writing, JS may, amongst others adjust the price if between the moment the offer was submitted and the moment of execution of the Agreement, changes in prices have happened regarding for instance subcontractor prices, exchange rates, wages, raw materials, half fabricate, import duties, taxes or due to changes in applicable laws and regulations. The revised prices by JS will be determined fairly. Revised prices which have been determined by JS will not give grounds for dissolution c.q. termination of the Agreement on the part of the Customer.

6.6. JS may make a reasonable additional charge at any time for unforeseen work, including special

services and non-routine activities requiring exceptional time or effort.

6.7. If the Customer purchases components required for maintenance work by JS directly and delivers these parts for installation, JS is entitled to charge 10% of the market value of such components for handling, but no more than Euro 5000.-- per component.

7. DURATION AND TERMINATION OF THE AGREEMENT

7.1. If the Agreement has been entered into for an indefinite period, it may be cancelled by a two months written notice. Notice of cancellation must be given by registered letter or e-mail.

7.2. In addition to the statutory provisions and the relevant provisions of the General Terms and Conditions, JS may terminate all or part of the Agreement or suspend performance thereof with immediate effect in the following or similar cases, without notice of default and without judicial intervention or out of court debt collection, by giving two months' written notice and without being liable in damages or bound by any warranty or guarantee and without prejudice to JS's future rights, at law or otherwise: if, circumstances come to JS attention which justify fears that the Customer will be unable to fulfil its obligations; if the Customer fails to comply with JS's request provide the security or guarantee of the obligations mentioned in article 7; if the Customer's assets are attached or frozen or if the Customer petitions for court protection from creditors; if the Customer is declared insolvent or is granted (temporary) court protection from creditors or a petition is filed for the Customer's insolvency or (temporary) court protection from creditors; if the Customer goes into liquidation, is dissolved or ceases trading; If the Customer is otherwise in default in respect of its obligations under the agreement and/or these General Terms and Conditions; Customer has been requested by the closing of the Agreement to render security for its obligations from the Agreement and fails to render that security or renders insufficient security; any representation or warranty made by Customer in any Agreement or document or certificate shall prove to be incorrect at any time in any material respect.

7.3. JS is entitled to terminate the Agreement if Customer does not take care of the mentioned in article 2.5, 2.6, 2.7.

7.4. Furthermore, JS may terminate the Agreement if any circumstances arise, being of such a nature that it will be impossible to meet the obligations of the Agreement or if according to standards of equity, meeting the obligations would be unreasonable, or in case circumstances arise that make it unreasonable to keep the Agreement in place without adjustment.

7.5. If the Agreement is terminated, all claims from JS are immediately due. Should JS postpone meeting its obligations from the Agreement, it will keep all its rights from law or the Agreement.

7.6. At all times JS will keep the right to claim damages, including lost profits.

7.7. The failure of JS to enforce at any time any of the remedies set forth in the General Terms and Conditions or in the relevant Agreement, or to exercise any option therein provided, or to require, at any time performance by Customer of any of the provisions thereof, shall in no way be construed to be a present or future waiver of such provisions, nor in any way to affect the validity of the General Term and Conditions or any Agreement or part thereof, or the right of JS thereafter to enforce each and every such provision, unless expressly agreed in writing.

8. TERMS OF PAYMENT

8.1. Payment must be effected within the term indicated on the invoices or in the Agreement, in a way and in a currency indicated by JS. Should no term of payment be indicated, the term of payment will be 14 days after the date of the invoice.

8.2. JS shall be entitled at any time to demand partial or full payment either in advance or at the time of order fulfilment. The payment in advance may be replaced by a guarantee issued by a bank approved by Customer. If a payment in advance is not paid in time or a bank guarantee requested by JS is not issued in time, JS is entitled to cancel the Agreement and, if any work has been commenced, to cease the operation. As far as any such work has been commenced, Customer is liable to pay the costs accrued regardless of its value for Customer.

8.3. In case JS makes no use of this right, the terms of payment specified on the acceptance form / invoice, which shall form an integral part of the present General Terms and Conditions, shall apply. Payment shall be due on the dates fixed even in the event of delivery postponement by Customer. The Customer shall not be entitled under any circumstances to withhold payment or set-off payments against (alleged) claims of its own or from third parties.

8.4. Complaints concerning invoices shall be submitted in writing and within ten days of the receipt of invoice. Complaints may alternatively be made by telex or telefax or e-mail. If no complaint is received within ten days, invoices shall be deemed to have been accepted. Complaints and/or remarks shall not cause any postponement of Customer's obligation to pay the full invoiced and undisputed amount. After resolution of the dispute, Customer shall make payment subject to the terms of payment as set forth in this article.

8.5. Payments shall be made in cash without any deduction whatsoever. JS shall not be obliged to accept credit cards, cheques, bills of exchange or

money orders. In case of acceptance of the same, such payments shall not be considered having been effected until the date of crediting to JS for free disposal by the latter.

8.6. If a duly presented invoice is not paid within 14 days from the invoice date, the Customer will be in default and therefore the Customer will automatically be in legal default. The same condition shall be applicable for any unpaid balance in case JS issued budgetary price quotations only and the final costs for such work turn out to be higher than the price quoted. JS shall be due an interest of 1 % per month, unless statutory interest of 6:119a of the Dutch Civil Code is higher, in which case that statutory interest will apply. The interest will be charged from the moment Customer is in default until the moment of payment of the total sum due. No legal notice of default is required to collect contractual interest.

8.7. In case of (intended) liquidation, (application for) bankruptcy or other forms of insolvency by Customer, events such as mentioned in article 7.2, or in case a substantial part of Customer's means have been attached without this attachment being lifted within a reasonable term, the claims of JS are fully and immediately due and Customer is deemed to be in default.

8.8. Payments made by the Customer will apply firstly against any costs, interest and expenses due, including charges and disbursements for legal services and out of court debt collection (if any) and secondly against the oldest due and payable invoice, irrespective of whether the Customer states that the payment relates to a later invoice.

8.9. The agreed fee and the other expenses, freight charges, duties, etc. relating to the Agreement and/or these General Terms and Conditions will still be payable if loss or damage has occurred in the course of performance of the Agreement.

8.10. JS reserves the right of property on all components and all spare parts installed by JS, until JS has received full payment of all the invoices concerned.

9. STANDARD OF PERFORMANCE

9.1. Unless otherwise agreed between Customer and JS, work shall be performed in accordance with the particular manufacturer's overhaul manuals or corresponding publications and additional relevant documentation as well as JS's established standards and practices.

9.2. JS shall take into account Customer's special request as much as practicable.

9.3. When parts with FAA PMA approval are available, those may be used in lieu of original parts. Repairs approved by FAA DER may be practiced.

10. WORK DEADLINES

10.1. No deadlines shall apply unless expressly confirmed in writing. Any completion and/or delivery deadlines shall be void if the Customer fails to meet any of its contractual obligations, in particular the due and timely delivery of the object of order including keys, aircraft papers, etc., the settlement of technical questions, the remittance of advance payments demanded by JS, etc. If this is the case, appropriate delays shall be specified by JS at its discretion. The same applies in case of force majeure, unforeseeable events such as lack of spare parts, dislocation of operations, strikes, lockouts, etc.

10.2. In case of non-compliance on JS's part with a binding deadline, the Customer shall not unreasonably withhold consent as to any request for an extension. In case such extension is not met, Customer shall have a right to withdraw from the order or Agreement by written statement after paying full compensation for the work already performed by JS. The Customer shall have a claim to damages only in case of deliberate acts or gross negligence by JS.

11. EXCHANGE AND LOANED PARTS

11.1. Exchange basis: if Customer is supplied with exchange parts, it shall return the off-core parts to JS within 14 days (or other specified in the exchange-Agreement) after receiving the exchange core part. Off-core parts not returned within 14 days will be subjected to an additional fee of 500 euro, an additional 10-day extension is then allowed. If the off-core parts are still not returned after the 10-day extension, the parts will then be billed outright.

11.2. Exchange basis: off-core exchange parts with the data plate missing or incident related will not be considered acceptable and will be billed outright in full to Customer and the exchange fee will stand. Off-core exchange parts returned with incomplete paperwork will be treated as an overdue core and will be billed outright in full. In both cases the off-core exchange parts will be returned to the customer "freight collect" as defined in the Incoterms 2010 issued by the International Chamber of Commerce, Paris, France .

11.3. Exchange basis: the cost of exchange shall be determined in advance by the supplier or by JS. If the expenses of repairing the returned off-core parts exceeds the cost of exchange, the Customer shall be charged with the difference by supplementary invoice. If the repair lead-time exceeds 90 days, the exchange will be converted to outright sale based on the list price of the part in full.

11.4. Exchange basis: in the event the off-core exchange part is unacceptable to JS or the off-core exchange part is deemed beyond repair, the Customer will be debited with full outright sales

prices as well as the original exchange fee, any accrued late fees (pro-rated 500 euro for every 10 day-extension), transportation, duty and evaluation fees (250 euro) of the off-core exchange part as

11.5. Exchange basis: If for any reason whatsoever the Customer returns a part remitted to JS without having used it, prior authorization from JS is required before the part can be returned and it shall only be accepted with a restocking fee and recertification charge of 15% (or other specified in exchange-Agreement) of the part's current full list price.

11.6. Exchange basis: for any exchange of a life limited part (LLP), if the off-core part (or any subassembly of the part) is of greater "life" than the exchange part, the following additional charges shall be paid by Customer:

11.6.1. for any LLP where the life of the part is determined by the number of calendar years from the date of manufacture (DOM) of the part (or any subassembly of the part), 1/15 (or other specified in the exchange-Agreement) multiplied by the full outright price for each additional year (or part thereof) of life limited off-core part

11.6.2. for LLP where life of the part is determined by aircraft flight hours or aircraft flight cycles, the pro-rated loss of life multiplied by the outright life.

11.7. Loan basis: as far as loaned parts are concerned, those shall be returned serviceable in any event. If such is not the case, the repair costs or, if repairs are not cost effective, the replacement cost of loaned parts shall be charged to the Customer.

12. ACCEPTANCE BY CUSTOMER

12.1. The Customer or its representative shall be deemed to have accepted the subject of order upon taking delivery of the same. Delivery shall be effected at the place of work performance. JS shall not be obliged to verify the authorization of the person taking delivery.

12.2. Shipment of the subject of order to Customer, including temporary storage of the same en route or at destination, shall be entirely at risk and to account of Customer.

12.3. The Customer shall be deemed to be in default if it fails to take delivery of the subject of the order within three days of being notified of the completion of the work. Upon expiry of this delay JS shall be entitled to invoice the customary storage charges. In addition, JS shall have the right to store the subject of the order, at Customer's expense and risk, outside the hangar, workshops and tarmac areas under its control.

13. RIGHT OF LIEN

13.1. In respect of all claims, whether due or not, resulting from contractual relations with its Customers, JS shall have, in addition to its right of retention, a right of lien (as meant in article 3:236 of the Dutch Civil Code) to such objects in its possession as are the property of its Customers, independently of the Customer's proprietary rights. JS shall be entitled to enforce such right of lien for the purpose of securing any of its claims against Customers, including claims resulting from prior business relations with the Customer concerned.

13.2. In case of default on the Customer's side, the right of lien shall entitle JS to sell the objects under lien in the manners as set out in the Dutch Civil Code.

14. WARRANTY

14.1. JS shall issue a warranty guaranteeing the proper execution of work paid for and the flawless condition of newly installed parts according to the latest state of technology. In any event, only new parts showing faulty materials or manufacturing deficiencies shall be replaced. Shipping expenses for parts covered by the warranty shall be borne by the Customer.

14.2. The warranty shall cover the repair or replacement of faulty work or defective parts up to a maximum amount not exceeding the total sum of the relevant invoice. The warranty shall not extend to other claims as foreseen in the Dutch Civil Code.

14.3. The warranty shall be valid for a maximum duration of 45 days from the date of advice of airworthiness certification by JS, and in any event no longer than 75 flying hours. Claims under the warranty based on the quality of work performed or the parts installed shall not be considered unless lodged in writing at the time of acceptance or, in case of deficiencies not immediately discernible, immediately upon discovery of the same and within the warranty period. Claims may also be lodged by telex or telefax or e-mail.

14.4. Warranty claims shall not be admissible if the respective damage occurs as a result of gross negligence or is due to the violation of operating instructions, maintenance regulations or other operating errors by the Customer. In addition, no claims under warranty shall be admissible if the Customer itself carries out, or causes third parties to carry out, work to repair deficiencies without obtaining prior approval in writing from JS. As long as Customer is in default of payment, no warranty claims whatsoever shall be considered.

14.5. No warranty claims will be considered for used parts or makeshift repairs installed or performed at request of Customer.

14.6. In case of work performed by third parties or installation of parts procured from third parties, JS warranty shall be limited to the extent to which JS

is entitled to claims on third-parties and can successfully enforce such claims.

14.7. The warranty provided in this article and the obligations and liabilities of JS thereunder are exclusive and in lieu of and Customer hereby waives all other remedies, warranties, guarantees or liabilities, express or implied arising by law or otherwise including without limitation any obligation of JS with respect to consequential damages. This warranty shall not be extended, altered or varied except by a written instrument signed by JS and Customer.

15. COSTS DEBT COLLECTION

15.1. Should Customer be in default or in breach of any of its obligations, Customer must reimburse all reasonable costs for out of court debt collection. Should Customer be in default paying a sum of money in due time, this will result in an immediate fine of 15% of the amount due with a minimum of 500 euros.

15.2. If JS has made higher costs than were reasonably necessary, Customer must also reimburse those.

15.3. Interest is due by Customer over the costs of debt collection.

16. SECURITY

16.1. 17.1 The Customer will provide immediately at JS's request sufficient security for all amounts payable to JS under the Agreement now and in the future, including storage fees, freight charges, duties, taxes, levies, premiums and other expenses, which will in any event consist of a bank guarantee of at least 2,275 euros. The terms of the bank guarantee must be acceptable to JS.

16.2. The Customer is liable for the extrajudicial expenses including, without limitation, out of court debt collection costs and fees for legal services, merely by virtue of being in default, without being served notice thereof.

17. LIABILITY AND INSURANCE

17.1. All operations and activities will be performed at the Customer's expense and risk.

17.2. Liability on the part of JS will in all cases be limited to direct damages and to the maximum of the amounts charged for the works performed by JS (excluding VAT, custom duties and other government levies) from which the damages have resulted. In any case, damages shall be limited to the amount paid for the damages in question by JS's insurance if this is less than invoice value.

17.3. Direct damages are deemed to be: - reasonable costs for assessment of the cause and amount of the damages, insofar this assessment regards damages as defined in these General Terms and Conditions; - reasonable costs in order to make the faulty performance meet the Agreement, unless the flaws of the faulty

Agreement cannot be attributed to JS; - reasonable costs for prevention or limitation of damages, insofar Customer gives evidence that these costs have led to limitation or prevention of direct damages as defined herein.

17.4. JS shall never be liable for indirect damages, including intangible or consequential damages, missed or lost profits, opportunity costs or damages because of stagnation in Customer's company activities.

17.5. Should JS receive claims from third parties that claim to have suffered damages because of work performed, Customer shall indemnify JS and hold JS harmless.

17.6. The term of limitation of any claim from Customer is 90 days after the direct cause for the claim was discovered.

17.7. JS recommends to the Customer to remove all valuable goods from the aircraft.

17.8. JS shall not be obliged to insure the subject of an order remitted to it. The Customer shall be responsible for procuring insurance protection for the subject of an order.

18. FORCE MAJEURE

18.1. The parties are not obliged to meet any obligation, should this be prevented by Force Majeure.

18.2. Force majeure is defined in these General Terms and Conditions as all that is defined as such in Dutch law and case law, and all causes from outside, foreseen, foreseeable or not foreseen or foreseeable and beyond the control of JS, but as a result of which JS is prevented to meet its obligations. This includes strikes in the company of JS.

18.3. JS also has a right to call upon force majeure, if the circumstances that prevent (further) execution of its part of the Agreement, arises after JS should have met its obligations.

18.4. The parties may postpone their obligations from the Agreement for the duration of force majeure. Should this period be longer than two months, each of the parties is entitled to terminate the Agreement, without any obligation for compensation of damages to the other party.

18.5. Insofar JS has partially met its obligations at the time force majeure arises or is still able to do so, and this partial execution of the Agreement has any value, JS shall be entitled to invoice for the part executed. Customer must pay this invoice as were it the result of a separate Agreement.

18.6. In addition to the aforementioned, force majeure includes, without limitation, decision by competent authority regarding use of the component, war, warlike situations, armed aggression, insurrection, civil war, riots, weather unfavourable for flying, explosions, accidents, floods, inundations, earthquakes, epidemics, quarantine restrictions, governmental acts -

statutes, -priorities and -allocation regulations or - orders affecting materials facilities, the applications of any facilities or personnel, normally or otherwise available for the performance hereof, to the performance of any military production for the government of the Netherlands respectively the government of the subcontractors or vendors, natural disasters, failure of or delay in transportations, inability after due and timely diligence to procure materials, accessories, equipment or parts, strikes or other labour troubles causing cessation, slowdown or interruption of work, preventive measures to avoid damage to materials or facilities or any other circumstance beyond guilt of JS or circumstances that cannot be attributed to a party by virtue of law, legal obligations or equity.

19. SECRECY

Both parties are obliged to not disclose all confidential information received as a result of the execution of the Agreement or from other sources. Information is confidential if so indicated by the other party or if this results from the nature of the information.

20. COMPLIANCE

20.1 Both parties agree that no party shall be required to perform any of its obligations to the extent and for such time that performance of such obligations would expose such party to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other jurisdiction applicable to the respective party, including applicable anti-bribery laws and the "International Traffic in Arms Regulations" and other export control laws of the United States of America ("U.S.") or other countries.

20.2 The parties agree that they will at all times fully comply with all sanctions, prohibitions, restrictions, laws, regulations, etc mentioned under 20.1. Furthermore, the Customer confirms that it will not re-export goods, work, technical data and/or information to other countries or parties in violation of the U.S. laws and regulations.

20.3 The Customer agrees to assist JS at all times by providing any information required to ensure compliance by JS under any applicable laws and regulations (including U.S.) in performing work, providing goods or technical data and/or information under these General Terms and Conditions and any related order or Agreement. Customer shall hold JS harmless for Customer's failure to do so.

20.4 Customer confirms that, at any time before or during the execution of the order or Agreement, none of the registered owners, contractual owners, beneficial owners, or operators of the aircraft (or

any of their representatives, agents, or persons/entities that own or control any of the foregoing are 1) organized, established, domiciled or resident in Cuba, Iran, North Korea, Sudan, Syria or in the Crimea Region and/or 2) subject to sanctions, prohibitions or restrictions as referred to in 20.1 and in particular subject to any sanctions, prohibitions or restrictions by the European Union for purposes of asset freeze, sectoral sanctions, or restrictions on the receipt of any goods or technology and/or 3) subject to sanctions, prohibitions or restrictions issued by the government of the U.S.

20.5 Customer will notify JS immediately if Customer cannot or can no longer meet the requirements of this article 20.

21. APPLICABLE LAW / PLACE OF JURISDICTION

21.1. The General Terms and Conditions and all Agreements between JS and Customer shall in all respects be construed, governed and interpreted in accordance with the laws of The Netherlands. The UN Convention on Contracts for the international sale of goods shall not apply.

21.2. The competent court shall be the District Court of Amsterdam

STANDARD CONDITIONS

In addition to the aforementioned General Terms and Conditions, the following Standard Conditions for the Reconditioning of Rotable Items/Components ("Standard Conditions") are applicable as well. In case of any conflict between the Standard Conditions and the aforementioned General Terms and Conditions, the former shall prevail.

22. RECONDITIONING

22.1. JS shall normally carry out the Reconditioning in its own workshops.

22.2. For each item sent to JS for Reconditioning under these Standard Conditions, Customer shall place an order in English or Dutch by means of a formal written Purchase Order, with an order-number for reference, or by telefax or any other written instrument unless parties have agreed in writing to an alternative ordering procedure.

22.3. Each Purchase Order shall include partnumber, serial number, nomenclature (Description), number of hours consumed since last overhaul/repair (TSO/TSR) and/or since new (ESN), if applicable number of landings (CSO/CSR/CSN), modifications carried out on the item, nature of complaint or reason for removal, registration number of the aircraft from which the component is removed, desired treatment and Customer's order-number.

22.4. In the event Customer has placed Purchase Orders in a language other than the English or

Dutch languages, JS shall execute such Purchase Order at its own discretion. Any consequence as a result of the execution of such Purchase Orders, arising from a misinterpretation thereof by JS, shall be the sole responsibility of Customer.

22.5. In case of any inconsistency between any term and provisions contained in any such Purchase Order and these Standard Conditions the latter shall prevail.

22.6. JS shall acknowledge receipt of Customer's Purchase Order(s) in writing, by telefax or any other written instrument unless parties have agreed in writing to another procedure. The Order Acknowledgement shall state amongst others: Customer's order number, and for each item the partnumber, serial number and anticipated date of return to Customer (turn-around time). An order is not binding upon JS unless acknowledged by JS in accordance with this provision.

22.7. JS has the right to, based on his experience and depending on the actual condition of the component, decide for other treatment than originally desired.

22.8. JS shall not commence with Reconditioning work on any item unless JS has received the relevant order. In case JS receives no order after receipt of the item concerned, JS shall notify Customer immediately and Customer shall promptly provide JS with the required order within five (5) weeks after issue of JS's notice. JS reserves the right to return the item to Customer at Customer's expense in case JS does not receive the required information within the time stipulated.

22.9. After completion of the Reconditioning, JS shall issue invoices for the Reconditioning performed, which invoices shall state the total amount of labour and material costs spent on the Reconditioning. For items found BER after start of the processing the cost for labour, and possible material as applicable, consumed before decision will be charged.

22.10. Payment shall be made in the currency specified on the invoice.

22.11. Items of which JS estimates that the costs of Reconditioning will exceed sixty per cent (60%) of vendors current regular commercial list price of an identical item shall be considered "beyond economical repair". JS shall advise Customer promptly that an item is beyond economical repair and Customer shall provide JS within three (3) weeks after issue of JS's notification with one of the following instructions: Reconditions at Customer's expense, Item to be destroyed by JS without compensation to Customer, Item to be returned to Customer "as is" at Customer's expense without Reconditioning, or Item's break down parts, still serviceable, stored by JS for use on behalf of Customer.

22.12. Failure by Customer to provide the requested instructions within the three (3) weeks

period shall give JS the right to dispose of the item concerned without compensation to Customer. In case an item is being determined by JS to be beyond economical repair, JS shall charge Customer for the work already performed.

22.13. Customer accepts that JS's estimate shall not constitute a guarantee and that after completion of the Reconditioning of the item, the costs may exceed sixty per cent (60 %) of the current regular airline net price of an identical item, in which case these costs shall be for Customer's account.

22.14. JS is prepared, at Customer's request, for instance after sampling, to issue separate Investigation Reports of specific items sent to JS for Reconditioning. JS shall charge Customer for the costs of making such report taking into account the extent of investigation details required by Customer.

22.15. In the situation the normal turnaround time cannot be kept JS has to issue immediately a report providing relevant information with regard to the status of the Reconditioning. JS shall not bear any responsibility nor any costs for exceeding the turnaround time.

22.16. The Civil Aviation Authority of the Netherlands has authorized JS, as an EASA Part-145 maintenance organization, to maintain components for civil air traffic in accordance with the Approved Certificate of Authorization NL.145.1135. JS has been authorized as a repair station by the Federal Aviation Administration, in accordance with Air Agency Certificate No R31Y242Y.

22.17. Upon completion of the Reconditioning JS shall return the reconditioned items to Customer accompanied by a Certificate of Approval signed by a person duly authorized by the Civil Aviation Authority of the Netherlands. However, for items subcontracted on behalf of and requested by Customer the item will only be accompanied by the subcontractors documentation/certification.

22.18. Customer shall bear all costs and expenses and the risks involved in the transportation and handling of items to JS's facility in the Netherlands or to any other place of destination indicated by JS. All shipments have to be made DDU (according to ICC Incoterms 2010 or any subsequent edition thereof).

22.19. "Freight collect" shipments cannot be accepted without prior written consent by JS.

22.20. The airline waybill or house waybill should be consigned as follows:

Delivery address:

JetSupport B.V.

Thermiekstraat 158 1181 RN

Schiphol Oost, the Netherlands

Airport of Destination is Amsterdam (AMS)).

22.21. All items sent to JS by Customer shall be properly protected, packed in reusable ATA 300 standard containers and clearly labelled.

22.22. A proforma invoice must be packed together with each shipment, giving the following information: (1) the goods part number, serial number as applicable, and description, (2) the goods value for custom purposes, in USD, (3) the goods country of origin, (4) the goods total weight, (5) number and markings of the packages.

22.23. Work-order plus one (1) original master airway bill, one (1) house airwaybill (if applicable) and three (3) copies of the proforma invoice should be delivered through the forwarder.

22.24. One order copy shall always be packed together with the goods.

22.25. In JS's effort to eliminate delays and speed up the customs clearance process, a faxed copy of below mentioned paperwork will allow to file prior to the arrival of Customer's goods: (1) master airwaybill, (2) house airwaybill (if applicable), (3) proforma invoice. These documents must include applicable declared value for custom purposes. The documents have to be faxed to +(31)20 648 4439.

22.26. JS shall deliver all reconditioned items to Customer "ex works" at JS's facilities in the Netherlands or the facility indicated, where the Reconditioning has taken place. Customer shall bear all costs and expenses as well as the risks involved in transportation. The reconditioned items shall be delivered in suitable export packing. To the extent practicable, JS shall arrange all shipments of reconditioned items to Customer by airfreight, "freight payable" at destination.

22.27. Unless requested in written form, on order or by separate telex/telefax or any other written instrument in due time before shipment, the goods will always be shipped without insurance to Customer. Customer shall make no claim against JS whatsoever in respect of any damage or loss arising from transportation.

23. WARRANTY

23.1. Subject to the limitations and conditions hereinafter set forth JS warrants that the Reconditioned items shall be free from defects in material and workmanship used in effecting the Reconditioning. However, should a fault or other situation due to a material defect not possibly known to JS at the event of installation and later subject to JS's finding, alert or revocation by manufacturer, require any rectification process, such a process is not covered by JS's warranty or any other commitment by JS.

23.2. The warranty set forth above shall apply to items reconditioned by JS, and shall extend only to such defects in and failures of the items which become apparent to Customer within six (6) months or five-hundred (500) flight hours *) after the date of JS's relevant Release Form/Dispatch Form, whichever shall first expire. *) For items (e.g. Air Cycle Machines) with operational hours exceeding

the aircraft flight hours, the limit applies to its actual operational hours.

23.3. However, for items subcontracted on behalf of and requested by Customer the subcontractor's warranty conditions apply.

23.4. The warranty given under this article is limited to the repair or correction of any defective item, in accordance with sections 23.5., 23.6. and 23.7. hereof.

23.5. Customer shall forthwith upon discovery of an alleged defect or failure in any of the items immediately notify JS in writing and in sufficient detail to indicate the reasons for Customer's conclusion that the defect or failure is covered by this warranty.

23.6. For review of the warranty claim and repair or correction by JS of the item claimed to have failed or to be defective, Customer shall promptly return such item to JS at Customer's costs and expense. JS shall upon receipt of the hardware concerned and the notification from Customer of such alleged defect or failure stated to be covered by this warranty, promptly review the same and notify Customer whether or not the defect or failure is covered by this warranty. If deemed under warranty, JS shall without charge promptly repair the same and return it to Customer "CPT" at Customer's home base.

23.7. If not covered by this warranty, the claim will automatically be treated as a normal repair order.

23.8. Normal wear and tear and the need for regular overhaul shall not constitute a defect or failure under this warranty. Customer acknowledges that some of the items warranted hereunder have normal life expectancy that is less than the time periods specified under 23.2. above.

23.9. If Customer is not notified by JS of the applicability of this warranty within ninety (90) days after receipt from Customer of the notification required under section 23.5. above, as well as the hardware concerned, the defect or failure shall be deemed to be covered by JS's warranty.

23.10. It is JS's intention that repair or correction of items, claimed by Customer to have failed or to be defective, be implemented with the least possible delay and to this end any action taken by JS, even if taken prior to completion of the review mentioned in section 23.6., shall in no case prejudice JS's rights thereafter to dispute the applicability of JS's warranty to any item so repaired or corrected and to recover its reasonable costs and expenses in connection therewith in the event that JS's warranty is determined not to apply.

23.11. JS shall, as to each defect or failure, be relieved of all obligations and liabilities under this warranty if: (1) the item concerned is used in combination with any part not specifically approved by the proper authority unless Customer provides reasonable evidence that use of such part was not a direct or indirect cause of the defect or failure

and/or (2) the item has not been used or maintained in accordance with aircraft - or component

manufacturers written instructions unless Customer provides reasonable evidence that such

use or maintenance, as the case may be, was not

a direct or indirect cause of the defect or failure

and/or (3) the item has been opened or tampered

with in the areas related to the defect or failure,

unless in advance authorized by JS and/or (4) the

Aircraft to which the item has been fitted, has been

operated under conditions not normal for the

applicable type of aircraft unless Customer

provides reasonable evidence that such operation

was not a direct or indirect cause of the defect or

failure and/or (5) the Aircraft to which the Item has

been fitted, subsequent to an accident shall have

been repaired, maintained, overhauled, modified or

operated by Customer without the aircraft-

manufacturer's approval in writing, unless

Customer provides reasonable evidence that such

repair, maintenance, overhaul, modification or

operation was not a direct or indirect cause of the

defect or failure, provided, however, that this

limitation, insofar as it relates to repairs and

accidents, shall not be applicable to routine repairs,

alteration or replacements or minor incidents which

normally occur in the operation of aircraft if such

repairs, alterations or replacement are made with

suitable material and according to standard

practice and engineering.

23.12. The warranty provided in this article and the

obligations and liabilities of JS thereunder are

exclusive and in lieu of and Customer hereby

waives all other remedies, warranties, guarantees

or liabilities, express or implied arising by law or

otherwise including without limitation any obligation

of JS with respect to consequential damages. This

warranty shall not be extended or altered except by

a written instrument signed by JS and Customer.

23.13. The warranty as set forth herein is attached

to Customer and shall not be assigned or

transferred in whole or in part except with the prior

written consent of JS.

23.14. In the event that any part of the provisions of

this Article is held ineffective, JS shall advise

Customer of the implications and the effect on the

terms and conditions of this Article, and this Article

shall be adjusted in writing.