



## SALES MAIN TERMS & CONDITIONS

### Spare parts and Consumable Materials

- Price of parts is inclusive of purchasing, storage, handling and custom fees; For all FOC parts covered by warranty and contracts, transport and custom fees will be billed separately;
- For parts supplied by the Customer, a handling fee of 15% per item will be charged. This fee applies on the current Aircraft Manufacturer Price List; core restitution to the part supplier and associated "late fees" at customer charge;
- For oversized or special part, shipping price will be adjusted at the time of purchase;
- Extra cost for exchange of item: exchange price is based on good repairable material with normal overhaul cost. In the event the Exchanged item requires P/N upgrade or exceeds normal repair cost, it will be subject to additional billing;
- A shop supply charge of 2.5% (with a minimum of EUR 25.- and a maximum of EUR 8'000.-) of the total labor amount for consumable and environmental will apply.
- When the Customer provides parts:
  - ✓ He will be responsible for informing Dassault Aviation Business Services where the removed rotatable parts should be sent to;
  - ✓ All the costs linked to the rotatable parts (like late fees, restocking fees, shipping fees) will be supported by the Customer;
- All the removed parts not re-usable from the customer's aircraft remain available for the customer 10 days after the aircraft release, after this period, they will be scrapped and therefore will be no longer available for the Customer;
- All removed parts for the purpose of modification / upgrade sold by DABS, are considered part of the sale and become DABS property;
- When the Customer uses its own shipping account, an administrative fee will be charged by Dassault Aviation Business Services;
- When necessary, for part replaced or repaired, Customer is responsible to supply any information (TSO, TSN, CSO, CSN, TYRE CHANGE....) or tracking document (log card, log book...) requested by the entity (vendor, shop...) dealing with the core;
- For the treatment of parts under warranty, a fee will apply for handling, customs and administrative tasks.

### Additional Purchase Order (APO)

- Any additional work that could be found during a maintenance input will be submitted for approval to the Customer through an APO and will need a written approval before performance of the rectification.
- Please note that APO may contain items for which the price should be advised. These costs are then charged on the final invoice.
- A final invoice is billed to the Customer on completion of the maintenance event, payable on receipt.

### MRT Assistance

When Dassault Aviation Business Services sends mechanics on Customer's request to an airfield where no Dassault Aviation Business Services Station is available, the Customer is charged as follow:

- For maintenance work out of DABS bases from Monday to Friday (10 hours including administrative, technical and logistical preparation work, travel time and effective working time): above 10 hours a surcharge will apply;
- For maintenance work out of DABS bases during weekends (Saturday & Sunday) & bank holidays (10 hours including administrative, technical and logistical preparation work, travel time and effective working time): above 10 hours a surcharge will apply;
- Travel costs are charged at cost + a 15% administrative fee;
- A flat fee per technician and per day is charged for travel. This fee covers for food and accommodation and technician per diem;
- For parts, costs of purchasing, storage, handling, transport and custom fees are charged additionally when applicable.

Dassault Aviation Business Services reserves the right to ask the Customer for a full project payment before the assistance departure.

### Payment terms

Dassault Aviation Business Services will ask for the following payments:

- Balance before aircraft delivery

**Payment conditions**

In the event that the Customer fails to make payment of any amount within the due date to Dassault Aviation Business Services under this agreement, Dassault Aviation Business Services shall be entitled to charge interest for late payment at the prevailing 3 months interest rate linked to the currency of the invoice plus 5% until the actual date of payment, plus any additional damages, and legal expenses (for debt recovery or other). The company has the right to immediately cease to carry out the services until such time as the customer has paid the outstanding amount in full.

All payments to be made by the Customer shall be made without set off or counterclaim and free and clear of and without deduction for or on account of any present or future taxes, charges, levies, imposts, duties. If the Customer is compelled by law to make the deduction the Customer will ensure that the deduction does not exceed the minimum legal liability therefore and the Customer shall pay to the Company such additional amounts as may be necessary to ensure that the Company receives a net amount equal to the full amount that would have been received had the payment not been made subject to such deduction. Any taxes (other than those assessed upon or chargeable by reference to income or profits), duties, or other impositions or levies imposed by competent fiscal authorities upon any charge, matter or thing arising under the Terms (including, without limitation, value added tax) shall be chargeable to the Customer reimbursements requested by client give rise to a processing charge of EUR 100.-.

**Currencies**

Labor rate is charged in EUR whereas parts are charged in USD; in case the Customer is interested to be billed in another currency a change rate between EUR/USD and other currencies is agreed between the Customer and Dassault Aviation Business Services at the acceptance of the proposal/ APO. The invoice will reflect the proposal with respect to a maximum variation of 3% of the exchange rate (EUR, USD, CHF). The invoice will take in account the currency variation above this percentage.

**Fuel**

Fuel charges are excluded from all Proposal & APO's.

**Customer finished documentation**

Should the Customer provide Dassault Aviation Business Services with its own maintenance documentation such as procedures, CAMP cards etc., he certifies that such documentation is current and fully exhaustive.

**Disclaimer and Limitation of Liability**

- ✓ THE EXPRESS WARRANTIES IN CLAUSE ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS (INCLUDING FITNESS FOR A PARTICULAR PURPOSE) (COLLECTIVELY "EXCLUDED WARRANTIES").
- ✓ Except as expressly provided herein, the Customer (including for itself, all owners, operators, lessors, lessees and insurers of the Aircraft) hereby waives and releases all rights, claims and remedies (through subrogation or otherwise) with respect to any and all Excluded Warranties, duties, obligations and liabilities in tort or contract arising by law or otherwise from the Agreement or the Work.
- ✓ Notwithstanding anything else in this Agreement, neither party is liable for punitive, special, incidental or consequential damages arising from or relating to this Agreement or the Aircraft's presence in Dassault Aviation Business Services facility, whether arising out of contract, warranty, tort, by statute or otherwise.
- ✓ Excluded damages include damages for loss of use, loss of time, inconvenience, diminution in value or commercial loss.
- ✓ Any valuable loose cabin item must be declared and inventoried by the aircraft's crew prior the entry into maintenance using the Customer Inventory Checklist form. Dassault Aviation Business Services cannot be held responsible for any loss, theft and/or damage non-declared items which have been on-board the aircraft.
- ✓ THE EXCLUSION OF SUCH DAMAGES AS SET FORTH HEREIN APPLIES NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IS DEEMED INDEPENDENT OF ALL WARRANTIES AND OTHER PROVISIONS OF THIS AGREEMENT, AND WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY OR LIMITED REMEDY UNDER THE TERMS OF THIS AGREEMENT.
- ✓ Exclusive of the Customer's obligations to timely pay invoices and other expenses associated with the Aircraft, each party is relieved of its obligations hereunder in the event and to the extent its performance is delayed or prevented by a cause reasonably beyond such party's control, such as acts of God, public enemies, war, civil disorder, fire, flood, explosion, labor disputes, or any acts or order of any governmental authority.
- ✓ Od, explosion, labor disputes, or any acts or order of any governmental authority.

## Warranty

- ✓ Dassault Aviation Business Services warrants that the maintenance and repair Work will be performed in a reasonable and workmanlike manner and be free from defects in material and workmanship for the periods set forth below, calculated by time or flight hours whichever occurs first, from return to service (in each case, the "Warranty Period"). For maintenance and repair performed not by Dassault Aviation Business Services but by Subcontractors to Dassault Aviation Business Services, the warranties and warranty periods will be as provided by the Subcontractor:
  - (a) for Work performed in accordance with an STC, field approved modifications or interior refurbishment work, six (6) months or three hundred (300) flight hours;
  - (b) parts repair, six (6) months or when provided by the OEM, its standard warranty will apply;
  - (c) overhaul, six (6) months or when provided by the OEM, its standard warranty will apply;
  - (d) vendor labor or parts, subject to individual vendor warranty;
  - (e) everything else, twelve (12) months or one thousand (1'000) flight hours;
- ✓ Notwithstanding, the Warranty will expire in the event that the Customer:
  - (i) does not notify Dassault Aviation Business Services in writing within twenty (20) days from the discovery of the defect; or
  - (ii) does not provide to Dassault Aviation Business Services full and immediate (within twenty (20) days) access to the Aircraft and its records in order to inspect the defects; or
  - (iii) directly or through a third party has tried to repair the defect without the prior inspection and/or authorization of Dassault Aviation Business Services; or
  - (iv) not taken all reasonable precautions to prevent an aggravation of the damage; or
  - (v) does not comply with any operating instructions provided by Dassault Aviation Business Services or the applicable manufacturer. When submitting a warranty claim, the Customer will include the Customer's name and full contact information, the part or Work subject to the warranty claim, the date(s) work was performed, and the Dassault Aviation Business Services location where the work was performed.
- ✓ Dassault Aviation Business Services' sole obligation and the Customer's sole remedy for breach of warranty for Work, other than inspection activities related thereto, is repair, replacement or correction (at Dassault Aviation Business Services' reasonable discretion), of the defective Work. If the defective part installed by Dassault Aviation Business Services was supplied by the manufacturer or a third-party vendor, Dassault Aviation Business Services will charge its costs of disassembly, removal, and installation of the replacement part, and reassembly by DABS. Dassault Aviation Business Services is not responsible for any costs or expenses or risks associated with transporting the Aircraft or the warranted items to any repair facility. Dassault Aviation Business Services reserves the right to test any item when received for warranty work for evidence of defect. If Dassault Aviation Business Services determines that the item is not defective or that the defect is not within the warranties set forth herein, the Customer will pay for the tests performed, including recertification.
- ✓ Any Parts which are replaced or repaired will be in new or otherwise comparable in function and performance to the original Part.
- ✓ In addition to the warranty remedy provided herein, but subject to the provisions of Clause below, if any defective Work, or other negligence or misconduct by Dassault Aviation Business Services related to Dassault Aviation Business Services performance pursuant to this Agreement, is demonstrated to have caused collateral damage to the Aircraft during the Warranty period, then as Dassault Aviation Business Services sole obligation and the Customer's sole remedy Dassault Aviation Business Services will repair at no charge any such Aircraft damage that is directly and proximately caused by Dassault Aviation Business Services defective Work, negligence or misconduct. Dassault Aviation Business Services will accomplish such repairs at Dassault Aviation Business Services facility using methods selected by Dassault Aviation Business Services in its reasonable discretion.
- ✓ Dassault Aviation Business Services warranty is limited to work performed by Dassault Aviation Business Services itself, and not by third parties. Dassault Aviation Business Services warranties do not eliminate or replace warranties provided by the manufacturer (OEM). In addition, work performed by third party vendors is subject to the applicable third-party vendor warranty.
- ✓ Further, the warranties provided herein do not include and Dassault Aviation Business Services is not responsible for nor obligated regarding damage due to normal wear and tear; occurring during or caused by shipping; improper storage, handling, installation, operation, or general use or abuse;
- ✓ Dassault Aviation Business Services will assign to the Customer, to the extent otherwise assignable, the benefit of any warranty provided by any third party in respect of equipment and spare parts purchased from third parties and installed or otherwise used in the Work.

### **Insurance**

- ✓ The Customer confirms that at or before the time when it delivers the Aircraft to Dassault Aviation Business Services and throughout the term of this Agreement, it will procure and maintain at its own cost and expense aircraft insurance coverages of the types and in the amounts indicated below:
- ✓ All risks aircraft physical damage (hull including hull war) coverage with respect to the Aircraft insuring against damage to or loss of the Aircraft in an amount reflecting the fair market value of the Aircraft. Coverage shall include any aircraft spare engines and parts physical damage for the actual cash value of such items in the possession of the Customer at the premises.
- ✓ Aircraft liability coverage with respect to the Aircraft, including war risks insuring against liability for bodily injury to or death of persons, including passengers, and damage to or loss of property, in an amount not less than the applicable EU required minimums in a combined single limit. Such insurance shall name Dassault Aviation Business Services (including its directors, officers, employees, successors and assigns) as Additional Insured only with respect to the Customer's use, maintenance or operation of the Aircraft, and to the extent of the Customer's negligence
- ✓ Premises liability coverage insuring against liability for bodily injury or death to persons and damage to or loss of property in an amount not less than the minimums set forth in sub-clause above, combined single limit per occurrence. Such insurance shall name Dassault Aviation Business Services as Additional Insured, but only with respect to the Customer's negligence or omission while on Dassault Aviation Business Services Premises.
- ✓ Dassault Aviation Business Services confirms that at or before the time when it receives delivery of the Aircraft from the Customer and throughout the term of this Agreement, it will at its own cost and expense maintain in force insurance coverages of the types and in the amounts indicated below.
- ✓ Aviation general liability coverage, including premises, products and completed operations, insuring against liability for bodily injury to or death of persons and damage to or loss of property, in an amount not less than [\$100] million in a combined single limit per occurrence, but in the annual aggregate with respect to products and completed operations liability. Such insurance will name the Customer (including its managers, directors, officers, employees, successors and assigns) as Additional Insured only with respect to Dassault Aviation Business Services acts or omissions.
- ✓ Ground hangar keepers' liability coverage insuring against liability for loss of or damage to aircraft while in Dassault Aviation Business Services care, custody or control in an amount not less than the stated value of the aircraft per aircraft and [\$250] million per occurrence.
- ✓ Workers' compensation (or comparable coverage) providing applicable statutory benefits for Dassault Aviation Business Services employees performing services pursuant to this Agreement.
- ✓ The Customer waives and will cause its insurers to waive rights of subrogation against Dassault Aviation Business Services, except for damage caused by Dassault Aviation Business Services. Dassault Aviation Business Services waives and will cause its insurers to waive rights of subrogation against the Customer except for damage caused by the Customer.
- ✓ The Customer and Dassault Aviation Business Services respectively will each provide the other with certificates of insurance as reasonably requested reflecting the coverages required pursuant to Clauses above. All coverages will be considered primary coverages and not contributory with respect to any other policies in force.
- ✓ When an aircraft is repaired outside of DABS facilities, care and custody of customer aircraft is not the responsibility of DABS for damage that may be caused by third parties. Care and custody remain the responsibility of the Operator / owner. Proposed hangar solutions for the aircraft outside DABS facilities will be subject to the customer approval who will have to contact the hangar owner in the event of damage caused in it.

### **Assignment**

- ✓ Neither the Customer nor Dassault Aviation Business Services may assign this Agreement, in whole or in part, without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to a wholly owned affiliate or successor company without the prior consent of the other party.

### **Applicable Law and Arbitration**

- ✓ This Agreement shall be governed by Swiss law. Any dispute arising out of or with respect to or in connection with this Agreement shall be decided by one or more arbitrators in accordance with the rules of arbitration of the Chamber of Commerce and Industry of Geneva.

**Safety, Security and Entrance onto DABS Premises**

- ✓ Customer's employees, agents, representatives and subcontractors will abide by all applicable Dassault Aviation Business Services policies, procedures and safety protocols when present on or around Dassault Aviation Business Services premises, as well as applicable policies, procedures and safety protocols of the airport authority.
- ✓ The Customer assumes the risk of, and agrees to indemnify and hold harmless Dassault Aviation Business Services (including its officers, agents and employees, collectively "Dassault Aviation Business Services") from and against any liability, damage, loss, cost or expense (including reasonable attorney's fees) ("Loss") on account of or related to any claim, suit or action made or brought against Dassault Aviation Business Services for death or injury to the Customer's employees, agents, representatives or subcontractors (other than damage to or destruction of the Aircraft on which Work is performed pursuant to this Agreement) sustained in connection with the Customer's presence on or in Dassault Aviation Business Services facilities (including hangars and ramps but excluding Customer lobby and briefing rooms) during the course of the Agreement, except for the willful misconduct or negligence of Dassault Aviation Business Services or its employees acting within the scope of their employment.

**Internal controls & anti-corruption policy**

- ✓ As DABS belongs to Dassault Aviation group of companies acting under the French law, Customer undertakes to act against corruption and influence peddling and to comply with French law n°2016-169 dated December 2016 on the transparency, the fight against corruption and on the modernization of economic life. Customer shall offer no gift or benefit which value would exceed common trade practice or likely to affect the behavior of any DABS's representative and/or partner and similarly shall refuse any request that may produce similar effect. Customer hereby certifies having read and understood the DABS Anticorruption Code available on DABS website <https://www.dassault-business.com/en/documents-centre/> . Customer undertakes to refrain from any act which might contravene DABS Anticorruption Code and Customer warrants DABS that its employees and its own customers shall refrain similarly.