



SALES MAIN TERMS & CONDITIONS

Mechanics, Electrical, Avionics and Sheet metal (notice > 48 hours | Monday to Friday 08AM – 07PM)

- For overtime (07PM – 10PM and 06AM – 08M) requested Monday to Friday, a surcharge of 50% will be added to our current standard labour rates;
- For services ordered during Saturday, Sunday, Public holidays and nights (10PM - 06AM), a surcharge of 100% will be added to our current standard labour rates;
- For services ordered on short notice (notice > 48 hours), a surcharge will apply.

The fees and prices as described above may be adjusted by Dassault Aviation Business Services Portugal without any notice to take account of increases in the costs of manpower, overhead or other supplies.

Spare parts, Consumable Materials & Subcontracted services

- 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;
- Unless expressly stated otherwise in writing, prices are exclusive of all duties, taxes, customs fees, and tariffs. The prices do not reflect the potential impact of such duties, taxes, customs fees, and tariffs that may be imposed by any country at the time of ordering parts or subcontracted services. For the avoidance of doubt, any duties, taxes, customs fees, and tariffs incurred on parts and/or services purchased by DABS will be passed on to DABS' customers;
- 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 or market value in absence of Catalog List Price; 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;
- In case of AOG, shipping is charged at cost + 15% mark-up with a minimum flat fee of EUR 1'000.-;
- 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 labour amount for consumable and environmental will apply.
- When the Customer provides parts:
 - ✓ He will be responsible for informing Dassault Aviation Business Services Portugal 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 parts removed from the customer's aircraft that are not re-usable remain available to the customer for 10 days after the aircraft is released, unless otherwise agreed. After this period, they will be scrapped and therefore will no longer be available to 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 Portugal;
- 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.
- Supplemental Charges:
 - a) Supplemental charges may apply if the exchange core is returned with damage, corrosion, misuse, or missing/disassembled parts.
 - b) Supplemental charges may be invoiced for non-acceptable cores returned by the customer. Non-acceptable cores are defined as parts that cannot be modified to the part issued by the seller or obsolete parts that are no longer repairable.

- c) Supplemental charges may apply if the exchange core or components have exceeded 80% of their life limits. In such cases, the current list price for a new part will apply to the replacement of the part or the complete exchange core, as applicable.
- d) The seller reserves the right to charge a cycle fee for life-limited core returns exceeding more than 10% of the cycles of the part shipped from the seller.
- e) Supplemental charges may apply if the customer's exchange core requires major parts and/or rework beyond the scope of a normal overhaul or repair.
- f) The seller may invoice supplemental charges if the customer's exchange core is beyond economical repair (BER). The charge will be calculated as the seller's outright price minus a 10% condition discount (if applicable) minus the net exchange list price. Upon notification of such a charge, the customer has ten (10) business days to request the return of the BER core in writing. If no request is made, the core will be scrapped. Once the core is received by the seller, no other cores may be returned against this transaction. The customer is responsible for any shipping charges to return the BER core to their facility.
- g) If the seller ships the part in a reusable container, the customer must use the same container for returning the exchange core. Reusable containers are designed to protect components during shipment. Any costs for damage caused by improper packaging will be charged to the customer. The cost of repairing or replacing reusable shipping containers that are damaged or lost will also be billed to the customer.
- h) Cores received without a completed service report (if applicable) are considered deficient and may delay the return process. Any fees incurred by the seller from the vendor due to late core returns will be passed on to the customer if the core is not returned within the specified time.
- i) When applicable, the seller will attempt to process supplemental charges within 60 days of receiving a quote from the repair vendor. However, due to the complexity of core evaluations, billing may extend beyond the standard 60-day period.
- j) Falcon Advantage customers may be subject to supplemental billing, when applicable. For more details about the Falcon Advantage Program and its relation to supplemental billing, please refer to the program documentation. By agreeing to these terms, the customer accepts responsibility for all supplemental charges as defined above.
- The Customer expressly agrees to assume all risks arising from any unforeseen changes in circumstances occurring after the order date, including, but not limited to, any changes that may render the performance of the order more costly for the Customer.

Incoming inspection

- For every inspection at Lisbon, Dassault Aviation Business Services Portugal will perform an incoming inspection based on a customized check list. Should the Customer or its representative not take part to this inspection, Dassault Aviation Business Services Portugal shall not be held responsible for damage found during the inspection.

Additional Purchase Order (APO)

- Any additional work that could be found during the inspection 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.
- The APO submitted to the Customer by the Company is to be approved/denied timely. Shall the approval delay the inspection progress, the Company reserves the right to invoice hanging costs.

Out of Base Assistance

When Dassault Aviation Business Services Portugal sends mechanics on Customer's request on an outside airfield, 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 Portugal reserve the right to ask the Customer for a full project payment before the assistance departure.

Payment terms

By default, and unless there is a specific agreement, the Company will ask for the following:

- 50% upon reception of the signed Commercial Proposal or upon approval of the Additional Purchase Order (APO)
- Additional 50% (full payment) before aircraft release
- If the total project cost (initial offer + APO) exceeds EUR 100'000.- DABS reserves the right to request interim payments up to 80% of the total project value.
- The full amount of the estimated total chargeable costs (initial offer + APO) must be settled prior to the release of the aircraft for service.
- The remaining balance will be due upon issuance of the final invoice.

Standard payment terms at 30 days for any costs invoiced post-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 8% 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.-.

Purchase Order (P.O)

Project induction will be contingent upon the receipt of a valid Purchase Order (PO).

Project release will be contingent upon the customer's acceptance of the performed work.

Currencies

Labor rate at Lisbon 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 the EUR/USD and other currencies is agreed between the Customer and Dassault Aviation Business Services Portugal 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 (USD, CHF). The invoice will take in account the currency variation above this percentage.

Cancellation and slot change policy

To guarantee slots, orders must be confirmed through a Customer signed proposal at least three (3) weeks in advance for Line Maintenance and six (6) weeks for Base Maintenance. Dassault Aviation Business Services Portugal reserves the right to invoice the Customer:

- all expenses incurred by the Company in preparation for the services and 15% of any deposit received;
- 33% of any deposit received for cancellation of a slot reservation;
- Return and shipping fees for part already ordered will be charged to the Customer.

Fuel

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

Customer finished documentation

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

Warranty

- ✓ Dassault Aviation Business Services Portugal 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 Portugal but by Subcontractors to Dassault Aviation Business Services Portugal, 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 or whichever comes first;
 - (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 labour or parts, subject to individual vendor warranty;
 - (e) everything else, twelve (12) days 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 Portugal in writing within twenty (20) days from the discovery of the defect; or
 - (ii) does not provide to Dassault Aviation Business Services Portugal 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 Portugal; 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 Portugal 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 Portugal location where the work was performed.
- ✓ Dassault Aviation Business Services Portugal's 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 Portugal's reasonable discretion), of the defective Work. If the defective part installed by Dassault Aviation Business Services Portugal was supplied by the manufacturer or a third-party vendor, Dassault Aviation Business Services Portugal will charge its costs of disassembly, removal, and installation of the replacement part, and reassembly by DABS. Dassault Aviation Business Services Portugal 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 Portugal reserves the right to test any item when received for warranty work for evidence of defect. If Dassault Aviation Business Services Portugal 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 case of part or component failure within the vendor warranty period, DABS will not cover Labor nor shipping fees to replace the affected part of component.
- ✓ 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 Portugal related to Dassault Aviation Business Services Portugal's 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 Portugal's sole obligation and the Customer's sole remedy Dassault Aviation Business Services Portugal will repair at no charge any such Aircraft damage that is directly and proximately caused by Dassault Aviation Business Services Portugal's defective Work, negligence or misconduct. Dassault Aviation Business Services Portugal will accomplish such repairs at Dassault Aviation Business Services Portugal's facility using methods selected by Dassault Aviation Business Services Portugal in its reasonable discretion.
- ✓ Dassault Aviation Business Services Portugal's warranty is limited to work performed by Dassault Aviation Business Services Portugal itself, and not by third parties. Dassault Aviation Business Services Portugal's 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.
- ✓ The warranties set forth herein shall not apply, and Dassault Aviation Business Services Portugal ("DABS") shall bear no responsibility or liability whatsoever, with respect to:
 - (i) Damage arising from normal wear and tear, transportation, improper storage or handling, broken seals, incorrect installation or operation, misuse, abuse, or any use not in accordance with OEM-approved documentation;
 - (ii) Damage or defects caused by the failure, malfunction, or defect of any other part, component, system, or equipment, including any resulting or consequential damage;

- (iii) Parts whose manufacturer identification tag or marking has been removed, altered, defaced, or is otherwise not identifiable;
 - (iv) Defects or damage caused by corrosion resulting from improper servicing, maintenance, preservation, or storage;
 - (v) Damage caused by environmental or external events, including, without limitation, lightning strike, bird strike, foreign object damage (FOD), domestic object damage (DOD), or similar occurrences;
 - (vi) Effects of abnormal or severe operating conditions, abnormal thermal distress, corrosion, or failure to preserve, maintain, or lubricate the part in accordance with OEM-approved procedures and documentation;
 - (vii) Defects attributable to any Airworthiness Directive, Service Bulletin, or other OEM instruction issued after delivery of the part to the Customer.
- ✓ No warranty claim shall be accepted, processed, or deemed valid if the Customer is in default of any payment obligation owed to DABS, whether arising under this Agreement or any other agreement between the parties.
 - ✓ For all warranty requests, if deemed eligible and accepted, the warranty work will be performed by DABS or its approved subcontractors at one of its Line/ Base Maintenance Stations capable of performing the work, unless otherwise agreed in writing. Any deviation from this arrangement—such as rework by a third party or performance at a different location—must be explicitly approved in writing by all parties prior to commencement of the eligible and accepted warranty work.
 - ✓ Further, the warranties provided herein do not cover, and Dassault Aviation Business Services SA shall not be responsible or liable for, any damage resulting from or attributable to: normal wear and tear; shipping or transportation; or improper storage, handling, installation, operation, use, or abuse.
 - ✓ Dassault Aviation Business Services Portugal 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.

Export Control

- The Customer acknowledges and agrees that the supply may be subject to any applicable national and international regulations relating to export control or economic sanctions issued, enacted or enforced by the European Authorities, the Swiss government agencies, the United States government agencies or any other competent government agency (the Export-Control Laws).
- The Customer shall not sell, export, re-export or transfer the supply to any natural or legal person, entity or body in Russian Federation or for use in Russian Federation as per the Council Regulation (EU) No 833/2014 as amended from time to time, to any natural or legal person, entity or body in Belarus or for use in Belarus as per the Council Regulation (EU) No 765/2006 as amended from time to time and, to any other restricted or prohibited third party as per the applicable Export- Control Laws.
- The Customer shall set-up and maintain an adequate monitoring mechanism to ensure that no transaction involving the export, the re-export or the transfer of the good to a third party would circumvent the prohibitions or restrictions set forth by the Export-Control Laws such as but not limited to Article 3c) of the Council Regulation (EU) No 833/2014 as amended from time to time.

In case of breach by the Customer of the above provisions, DABS is entitled to terminate or suspend with immediate effect any order placed by the Customer, without prejudice to any other DABS's rights and remedies may have.

Paint

DABS and its suppliers' Paint warranty covers six hundred (600) flying hours or one (1) year from Release To Service (RTS) date whichever comes first.

Following items are excluded from Warranty:

- a) Paint of any antenna (not authorized according to AMM),
- b) Electrostatic effects (ESD) on nose cone (incl. radome),
- c) If Aircraft paint is not stripped (or in case of local touch-ups), primer and all items remaining from previous paint,
- d) Defects (peeling, cracking, corrosion ...) may appear in operation in some areas of mechanical stress (such as but not limited to windshield edges and windows, Karman junction, winglets junction, etc.),
- e) Paint application on PRC seals

Additional charges and potentially downtime will arise in the following cases:

- a) SATCOM Fin Tip paint with White range. If a different colour is specified, a CDS (Change Descriptive Sheet) is necessary with a lead time of 6 months: these will be quoted separately
- b) Additional fee if composite surfaces paint thickness exceeds 250µm (Sanding of surfaces, stripping prohibited).
- c) Price covers a maximum of 2 coats of stripper. Additional costs and down time for:
 - Extra coats of stripper
 - The finish by sanding
- d) If paint thickness found exceeding 250µm during stripping
- e) Should the paint and stripping be performed during separate times **for schedule convenience**, the application of a temporary corrosion protection is necessary. Additional charges will apply for application and access:
 - Application of temporary corrosion protection PROPACO

- Stripping of temporary corrosion protection PROPACO
- f) Should cracks and/or crazing be detected on any surface made of composite
- g) Should the paint design be subject to customer's changes more than three (3) minor modifications or one (1) major modification (even before application start for engineering review / drawing revision)
- h) Should the aircraft be out of standard configuration (e.g. engines removed....)
- i) Metallic / Mica Painting: This specific painting range presents risks, in particular in terms of the thickness of the paint, aspect homogeneity, marbling effect and tint variation (metamerism). Any operation linked to the rectification of this kind of defect will remain at customer's charge and will be billed in addition. This specific paint range based on conductive metallic pigments (Aluminium particles) is prohibited on radome and Satcom radome (potentially degraded radio electric performances). Painting touch-up on Metallic paint range is difficult to apply by painting or polishing and usually require repaint by complete panel.

Compliance

All payments must be made by the legal entity that issued the purchase order covering the invoiced work.

If the customer requests a payment settlement plan, a DABS compliance form must be completed and signed by all relevant parties.

Modification

For each modification developed by Dassault Aviation Business Services Part 21J, sole the Definition Data Package and the Instructions for Continued Airworthiness (ICAO, SIPC, SMM...) along with AFM Supplement (if created) are transferred to the end customer / CAMO. None of the certification documents, nor the Burn Test Reports, used as part the demonstration of compliance, will be transferred to the end customer / CAMO.

Commercialisation of disassembled components

For the purposes of the sale and commercialisation of disassembled components, as the case, two classifications shall apply:

- "Removed in Serviceable Condition" (SV) means that the aircraft part was removed from an aircraft that was in an airworthy condition and has been certified as fit for continued service, confirming that it complies with all applicable performance specifications and is suitable for reinstallation without the need for further maintenance.
- "As Removed" (AR) aircraft parts are sold tagged only, in the exact condition in which they were removed from the aircraft, without any testing, inspection, or certification having been performed.

Unless otherwise stipulated between the Parties under the Special Terms & Conditions:

- a) In the case of SV component commercialisation:
 - ✓ The warranty shall be strictly limited to Dead on Arrival (DOA) cases only.
 - ✓ The customer shall provide written notice of the DOA condition, together with all supporting evidence, within five (5) business days from the date of delivery.
 - ✓ DABS shall assume responsibility for, and arrange, the transportation of the component to DABS for inspection and verification.
 - ✓ A refund shall be issued solely upon receipt and confirmation by DABS that the component qualifies as DOA.
 - ✓ No DOA refund shall be applicable in circumstances where the defect or damage arises from accident, negligence, abuse, or misuse, including, without limitation, any damage caused by improper storage, handling, or attempted repair of the delivered component.
 - ✓ DABS, at its sole and absolute discretion, may provide a replacement component of equivalent "Removed Serviceable" condition, subject to availability in stock at the time of the claim.
- b) In the case of AR component commercialisation:
 - ✓ No warranty shall be granted with respect to the component sold.
 - ✓ Notwithstanding the foregoing, if the part is declared Beyond Economical Repair (BER) by an authorised repair shop:
 - ✓ A refund shall be issued upon receipt of the BER part and the official repair shop report.
 - ✓ The customer shall bear the shipping costs in the event of a return.
 - ✓ DABS, at its sole discretion, may authorise on-site scrapping, provided that a scrapping certificate and photographic evidence are issued and duly submitted to DABS.
 - ✓ Although, no refund shall be made if the BER condition results from an accident, negligence, abuse, or misuse, including, without limitation, damage arising from improper storage, handling, or repair of the delivered component.

Delivery conditions:

- ✓ DABS will use commercially reasonable efforts to comply with the delivery schedule agreed by the Customer. HOWEVER, DELIVERY DATES ARE ESTIMATED AND TO THE EXTENT PERMISSIBLE BY LAW DABS SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY DELAY IN THE DELIVERY OF PRODUCTS AND/OR SERVICES.

- ✓ DABS shall be entitled to make partial deliveries and/or partial performance. When payment for a partial Delivery and/or partial performance is outstanding, DABS shall be entitled to suspend the further execution of the Supply and to require payment in advance prior to providing the remaining (partial) deliveries and/or performance.
- ✓ In the event Customer is late in providing or is not compliant with any of the Pre-requisites or Delivery conditions, DABS shall have the right to postpone the Delivery Dates by at least the same duration until fulfilment by Customer of such Pre-requisites or Delivery conditions, unless otherwise notified by DABS to Customer.
- ✓ The products shall be delivered in accordance with the Incoterm stipulated between the parties upon execution of the purchase.
- ✓ Custody and risks for the Products shall pass on Customer on Delivery Date and Customer shall be under obligation to keep these Products properly insured until full payment of corresponding price to DABS.
- ✓ At DABS's request, Customer shall provide an insurance certificate.
- ✓ Incoterm provisions related to transfer of ownership do not apply, as ownership of Products shall pass on Customer upon receipt by DABS of full payment of such Product.
- ✓ In the event of any mandatory regulation applying to packing and shipment of Products by DABS, Product will be packed in accordance with such specifications.
- ✓ If Customer or its forwarder fails to take Delivery of the Products handed over for Delivery on the Delivery Date, payment for the Products shall nevertheless be made by Customer as if such Products had in fact been Delivered to Customer. Customer is liable for and shall reimburse DABS for all costs and expenses DABS may incur by reason of such failure, including but not limited to costs for storage of the Products which shall be invoiced separately.
- ✓ Claims against DABS for shortages or defects of Products must be reported as soon as practicable upon discovery and received by DABS no later than five (5) days after Delivery Date. After this period and even in the absence of a formal acceptance document, the Products shall be deemed definitively accepted by Customer and compliant with the specifications of the agreed supply.

Prices:

- ✓ The prices of each component shall be notified to the Customer in writing (Commercial offer), who shall confirm them through the issuance of a Purchase Order.
- ✓ All prices are exclusive of any Taxes or duties that may be levied in connection with each Supply, which shall be borne by Customer, if any.
- ✓ Unless otherwise stated in the Commercial Offer, any quotation issued by DABS constitutes a firm and valid offer for fifteen (15) days from the date of the quotation for such Commercial Offer.
- ✓ DABS shall invoice for Products and/or Services at the price and under the conditions indicated in the Commercial Offer approved by the Customer.
- ✓ For any Commercial Offer, DABS reserves the right to request a non-refundable down-payment of the price of the Products. Such down-payment shall be paid by Customer immediately upon receipt of the corresponding down-payment request from DABS.
- ✓ Once received, the down-payment shall be deducted from the total price for such Products. If the Products and/or Services ordered are subject to successive deliveries and invoices, a part of the down-payment, proportional to the number of invoices to be issued, shall be deducted from each successive invoice unless otherwise notified by DABS.
- ✓ After payment of the down payment, the remainder of the price of the Products and /or Services shall be invoiced by DABS and paid by Customer as per the relevant Supply Agreement.
- ✓ Unless otherwise expressly agreed in writing by DABS, payment shall be made upon presentation of the invoice. In cases where deferred payment has been agreed, payment shall be effected within thirty (30) days from the date of the invoice, with the corresponding amount credited to DABS's designated bank account within that period. If applicable partial deliveries shall be invoiced separately and paid accordingly. No claim, counterclaim, or force majeure event shall suspend or defer payment obligations owed to DABS.
- ✓ Payment shall be made on immediately available funds in the quoted currency. If no currency is quoted or in case of doubt, the currency due is EURO.
- ✓ Unless otherwise expressly agreed in writing by DABS, and subject entirely to its sole and unfettered discretion, no returns of parts shall be permitted, even if such parts have not been used, installed, or otherwise put into operation.

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. Such waiver expressly includes any claims based on alleged negligent performance, negligent misrepresentation, or strict liability, to the fullest extent permitted by law.

- ✓ 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 Portugal's facility, whether arising out of contract, warranty, tort, by statute or otherwise. This exclusion applies even if such damages were foreseeable or if the party had been advised of the possibility of such damages.
- ✓ Excluded damages include damages for loss of use, loss of time, inconvenience, diminution in value or commercial loss. For the avoidance of doubt, loss of profit, loss of revenue, and loss of business opportunity are expressly included within the scope of excluded damages.
- ✓ 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 Customer acknowledges that failure to declare such items constitutes an express assumption of risk by the Customer.
- ✓ 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. Force majeure shall not relieve the Customer of its obligation to remove the Aircraft from DABS's premises when reasonably requested, nor shall it relieve the Customer of any payment obligations accrued prior to the force majeure event.
- ✓ In no event shall DABS's total cumulative liability arising out of or relating to this Agreement exceed the amount actually paid by the Customer to DABS for the specific Work giving rise to the claim. This limitation applies regardless of the legal theory under which such liability is asserted.

Insurance

- ✓ The Customer confirms that at or before the time when it delivers the Aircraft to Dassault Aviation Business Services Portugal 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 Portugal (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. Such coverage shall be primary and non-contributory with respect to any insurance maintained by DABS.
- ✓ 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 Portugal as Additional Insured, but only with respect to the Customer's negligence or omission while on Dassault Aviation Business Services Portugal's Premises. This coverage shall also be primary and non-contributory.
- ✓ Dassault Aviation Business Services Portugal 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 Portugal's acts or omissions. Such coverage shall be primary and non-contributory with respect to any insurance maintained by the Customer.
- ✓ Ground hangar keepers' liability coverage insuring against liability for loss of or damage to aircraft while in Dassault Aviation Business Services Portugal's 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 Portugal 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 Portugal, except for damage caused by Dassault Aviation Business Services Portugal. Dassault Aviation Business Services Portugal waives and will cause its insurers to waive rights of subrogation against the Customer except for damage caused by the Customer. Each party shall ensure that such waivers are expressly endorsed on the relevant insurance policies.
- ✓ The Customer and Dassault Aviation Business Services Portugal 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. Each party shall provide at least thirty (30) days' prior written notice of cancellation, non-renewal, or material change of any required insurance.
- ✓ 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. DABS shall bear no liability whatsoever for any loss, damage, or claim arising from such third-party facilities, storage, or handling.

Assignment

- ✓ Neither the Customer nor Dassault Aviation Business Services Portugal 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 and construed in accordance with the laws of Portugal.
- ✓ Any dispute arising out of, or in connection with, the interpretation, performance, validity, effectiveness, or termination of this Agreement shall fall under the exclusive jurisdiction of the Judicial Court of the District of Cascais, to which the parties irrevocably submit, except where DABS elects otherwise pursuant to the arbitration provision below.

Notwithstanding the foregoing, DABS may, at its sole and absolute discretion, elect to submit any such dispute to institutional arbitration administered by the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry (CAC), in accordance with its Arbitration Rules. In such case, the arbitration shall be conducted in Lisbon, Portugal, the language of the arbitration shall be English, and the arbitral award shall be final and binding on the parties, who expressly waive any right to challenge the award except as permitted under the Portuguese Voluntary Arbitration Law.

- ✓ The election of arbitration by DABS shall not prevent DABS from seeking interim, conservatory, or injunctive relief before any competent court, including courts outside Portugal, for the protection of its rights or assets.

Safety, Security and Entrance onto DABS Premises

- ✓ Customer's employees, agents, representatives and subcontractors will abide by all applicable Dassault Aviation Business Services Portugal policies, procedures and safety protocols when present on or around Dassault Aviation Business Services Portugal's premises, as well as applicable policies, procedures and safety protocols of the airport authority, and DABS reserves the right to deny or revoke access to its premises in the event of non-compliance.
- ✓ The Customer assumes the risk of, and agrees to indemnify and hold harmless Dassault Aviation Business Services Portugal (including its officers, agents and employees, collectively "Dassault Aviation Business Services Portugal") 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 Portugal for death or injury to the Customer's employees, agents, representatives or subcontractors or for damage to or loss of the Customer's own property (excluding 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 Portugal's facilities (including hangars, ramps, apron areas, workshops and any restricted zones under DABS control, but excluding Customer lobby and briefing rooms) regardless of cause during the course of the Agreement, except for the willful misconduct or negligence of Dassault Aviation Business Services Portugal or its employees acting within the scope of their employment.
- ✓ The Customer shall ensure that its employees, agents, representatives and subcontractors maintain adequate insurance coverage for their activities on DABS premises, and the Customer hereby waives, and shall cause its insurers to waive, any rights of subrogation against DABS to the fullest extent permitted by law.

Internal controls, anti-corruption & anti-money laundering policies

- ✓ 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. The Customer further undertakes to implement and maintain internal controls, policies and procedures reasonably designed to ensure compliance with all applicable anti-corruption and anti-money laundering laws.

Customer represents and warrants that:

- ✓ It is and shall remain in full compliance with any and all laws and regulations applicable under this transaction; and
- ✓ itself, its directors, officers or employees have not paid, offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the contemplated transaction; and
- ✓ all funds used by it to pay the sum(s) due under the contemplated transaction shall not come from source(s) which not contravene any applicable anti-money laundering laws and regulations.
- ✓ Neither the Customer nor any of its directors, officers, employees or beneficial owners is a sanctioned person or is owned or controlled by, or acting on behalf of, any sanctioned person under any applicable sanctions regime.

In case of breach by the Customer of the above provisions, DABS is entitled to terminate or suspend with immediate effect any order placed by the Customer, without prejudice to any other DABS's rights and remedies may have. DABS shall incur no liability whatsoever for any loss, cost or damage arising from such termination or suspension.

Personal Data Protection

We process personal data relating to our customers and their representatives or business contacts in accordance with applicable data protection laws, including, where applicable, the Swiss Federal Act on Data Protection (FADP) and the EU General Data Protection Regulation (GDPR).

As data controller, we may process business contact details, including name, professional title or function, telephone number, professional email address and business postal address, for the purpose of performing and managing the Contract or Order, complying with our legal and contractual obligations, protecting our legitimate business interests and maintaining our business relationship with you.

For these purposes, we may also use such data to send surveys, newsletters, information about our products and services, invitations to events and other business-related communications. You may object to receiving such communications at any time by contacting us or, where available, by using the unsubscribe option provided in the relevant communication.

Personal data will be retained for as long as necessary for the purposes for which they are processed and, where applicable, for the duration of the Contract or Order and thereafter for the applicable statutory retention or limitation periods.

Subject to applicable law, you may have the right to access, rectify or delete your personal data, to restrict or object to certain processing activities and, where applicable, to request data portability. You may exercise your rights by contacting us at DataPrivacy@dassault-business.com. You may also lodge a complaint with the competent data protection authority where provided for by applicable law.

Where necessary, we may disclose personal data to service providers, advisers or other third parties involved in the performance of our activities. Any international transfer of personal data will be carried out in accordance with applicable data protection requirements.