

Skyways Technics - General Terms and Conditions for the Sale of Goods and Services

## 1. DEFINITIONS

In this document, Skyways Technics' general terms and conditions of sale of goods and services (hereinafter the "Conditions") the following definitions are applied:

"Buyer" means the person, firm or company entering into an agreement with Seller.

"Seller" means Skyways Technics A/S, Lufthavnsvej 1B, 6400 Sønderborg Airport, Denmark, Skyways Technics Asia Sdn.Bhd. Lot 8-9, Ex-Customs Building, Helicopter Centre, Malaysia International Aerospace Centre, Sultan Abdul Aziz Shah Airport, 47200 Subang, Malaysia, Skyways Technics DMCC, Jumeirah Lakes Towers - JBC 5, Office 2001, Dubai, United Arab Emirates and Skyways Technics Americas LLC, 13447 NE 17th Avenue, 33181 North Miami Beach, Florida, USA.

"Goods" means the goods specified in the Seller's confirmation of the order.

An "Agreement" means an agreement between Buyer and Seller about purchasing and selling Goods as further specified in section 2 of these Conditions.

## 2. BASIS OF THE AGREEMENT

All Agreements between Buyer and Seller are subject to these Conditions unless specifically derogated from by written agreement.

The Agreement between Buyer and Seller shall not be binding until Buyer has sent an order (purchase offer) based on Seller's quotation (request for order), and Seller has accepted the order by sending a written confirmation of the order (purchase order acceptance).

Seller's employees or agents are not authorized to act on behalf of Seller in relation to the Goods, unless Seller has specifically stated otherwise in writing. Any advice or recommendation given by Seller, its employees or agents to Buyer, its employees, or agents as to the storage, application or use of the Goods, is followed and acted upon entirely at Buyer's own risk.

## 3. ORDERS AND SPECIFICATIONS

The Buyer shall be responsible for ensuring the accuracy of any submitted order and for giving Seller any necessary information relating to the Goods within a sufficient time to enable Seller to fulfill its obligations under the Agreement. The quantity, quality and any specification of the Goods shall be those set out in Seller's confirmation of the order unless otherwise agreed in writing.

Seller reserves the right to make changes in the specification of the Goods which are required to comply with any applicable law, Civil Aviation Authority, Joint Aviation Authority and/or EU law. If the Goods are supplied in accordance with Seller's specifications in the confirmation of the order, Seller reserves the right to make changes herein, as long as they don't materially affect the quality or performance of the Goods.

The Seller shall not be liable for any requirements for specific use of the Goods, unless Seller has agreed hereto in writing.

## 4. CANCELLATION

After the Seller has accepted an order from the Buyer, the order constitutes a binding agreement that may not be cancelled or reduced by the Buyer, unless Seller agrees hereto in writing. The Buyer shall indemnify the Seller in full against all losses, costs and expenses incurred by the Seller as a result of any cancellation or reduction.

## 5. DELIVERY/PASSING OF RISK

Seller shall deliver the Goods Ex-Works. Goods for delivery will not be insured by Seller unless it is specified in the confirmation of the order or otherwise agreed in writing.

The Buyer is obligated to collect the Goods at Seller's premises, after Seller has notified the Buyer that the Goods are ready to be collected unless otherwise agreed in writing.

Seller shall not be liable for any delay in delivery of the Goods unless the delay is caused by Seller's negligence.

If Seller fails to deliver the Goods timely for any reason beyond Seller's reasonable control, Seller shall not be liable for any losses caused by the delay and shall in any event only be liable for an amount equivalent to the price of the delayed Goods.

If the Buyer fails to give Seller adequate delivery instructions or fails to take delivery of the Goods, Seller may without prejudice to any other right or remedy available to Seller:

- (i) Charge and invoice the Buyer for any costs associated with storage of the Goods, including insurance costs, or
- (ii) Sell the Goods at the price immediately obtainable, deduct all costs associated with Buyer's failure to take delivery and charge and invoice Buyer for any shortfall in the purchase price.

## 6. OWNERSHIP

The ownership of the Goods shall not pass to Buyer, until Seller has received full payment of the price of the Goods.

Until such time as the ownership of the Goods passes to Buyer, the Buyer shall hold the Goods as Seller's bailee and shall keep the goods separated from Buyer's and third parties goods and properly stored, protected and insured and identified as Seller's property. However, Buyer shall be entitled to resell or use the Goods in the ordinary course of its business provided that this has been approved by Seller.

Until such time as the ownership of the Goods passes to Buyer, Seller shall be entitled to require Buyer to return the Goods to Seller, and if Buyer fails to do so immediately, Seller has the right to enter any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

## 7. PRICE OF THE GOODS

The price of the Goods shall be the price specified in Seller's confirmation of the order.

Seller reserves the right to increase the price of the Goods before delivery in order to:

- (i) Reflect any increase in the Seller's costs which is due to any factor beyond the reasonable control of Seller such as foreign exchange fluctuation or hardship,
- (ii) Reflect any change in delivery dates, quantities or specifications for the Goods requested by Buyer, or
- (iii) Delays caused by Buyer's instructions or Buyer's failure to give Seller adequate information or instructions.

In case of overhauls, repairs or customization of the Goods, Seller reserves the right to increase the price of the Goods before delivery in order to reflect any foreign exchange fluctuation, increase in the costs of labor, materials, manufacture or the like.

All prices are exclusive any applicable customs, VAT and excise duties, all of which shall be paid by the Buyer.

## 8. TERMS OF PAYMENT

Subject to any written Agreement between Buyer and Seller, Seller shall invoice Buyer with payment terms as specified in the confirmation of the order.

If Buyer fails to make any payment on the due date, the Seller shall without prejudice to any other right or remedy available to Seller be entitled to:

- (i) Terminate the Agreement and/or
- (ii) Suspend any further deliveries to Buyer and/or
- (iii) Charge interests on the unpaid amount equivalent to 2% (two percent) per month and/or
- (iv) At Sellers choice, charge a reminder fee equivalent to EUR 50,00 (fifty) or USD 65,00 (sixty five) pr. Reminder.

All payments shall be made in the currency mentioned in the invoice into such bank account as the Seller shall nominate from time to time. No payment shall be deemed to have been received, until the Seller has received cleared funds.

The Buyer shall make all payments due under this Agreement without any deduction whether by way of counterclaim or otherwise, unless the Buyer has a valid court order or arbitration award requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

## 9. ASSIGNMENT OF RIGHTS ACCORDING TO WARRANTY.

If the Seller has been given an assignable warranty by either (i) the manufacturer of new Goods, which have been supplied to Buyer by Seller but not manufactured by the Seller, or (ii) by overhauler of used, second-hand, repaired or reconditioned Goods; the Buyer shall be entitled to rights according to said assignable warranty. However, the Seller is under no circumstances liable for any such assigned warranties whatsoever, as this is an account solely between guarantor and Buyer.

## 10. PRODUCT WARRANTY

The Seller warrants that the Goods supplied and overhauled by the Seller on the date of the delivery and for a period of 12 months or fifteen hundred (1,500) flight hours hereafter (whichever comes first) will be free from material defects in materials or workmanship.

The Seller warrants that the Goods supplied and repaired by the Seller on the date of the delivery and for a period of 6 months or seven hundred and fifty (750) flight hours hereafter (whichever comes first) will be free from material defects in materials or workmanship.

The above-mentioned product warranty shall not apply if:

- (i) The Goods are sold as "Unserviceable" or "As-removed",
- (ii) The Goods have been drawn, designed or customized on request from the Buyer,
- (iii) The defect in question is a result of ordinary wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Seller's or other applicable specifications and instructions as to storage, shelf-life, installation, commissioning use or maintenance, misuse or alteration or repair of the Goods without Seller's written approval,
- (iv) Seller's price for the Goods as specified in the confirmation of the order has not been paid.

With respect to used, secondhand, overhauled and repaired Goods, Seller provides no warranty whatsoever, irrespective of Seller's assignment of any warranty, cf. clause 9. If Seller assigns a warranty to the Buyer in respect of used, secondhand, overhauled or repaired Goods, Buyer can only rely on such warranty against the provider of said warranty, and Seller shall have no liability for an assigned warranty.

## 11. NOTICE OF DEFECT

If the Buyer claims that the Goods are defect either in quality or condition or that they don't correspond with the specifications in the confirmation of the order, the Buyer shall notify the Seller within 5 days of the delivery date.

If the Buyer claims that the Goods are defect as a result of damage in transit of which the Seller and carrier are responsible, the Buyer shall notify the Seller within 3 days of the delivery date.

If the Buyer does not notify Seller accordingly, the Buyer loses its right to claim breach of contract and shall pay the price agreed in the confirmation of the order.

## 12. BUYER'S REMEDIES

If Seller is liable for any defects in the quality or condition of the Goods or their failure to meet specifications, the Seller is only obligated to either:

- (i) Repair or replace the Goods (or the part in question) free of charge for the Buyer or
- (ii) Refund the Buyer the price of the Goods (or a proportionate part of the price).

## 13. LIMITATION OF LIABILITY

Except in respect of death or personal injury caused by Seller's negligence, Seller's liability to repair, replace or refund described in clause 12 shall constitute the full extent of Seller's liability in respect of any loss or damage sustained by the Buyer whether caused by breach of contract,

misrepresentation or by negligence of Seller, its employees or agents or arising from any other cause whatsoever.

Seller's liability towards the Buyer for loss or damage arising from defective quality or for any other non-conformity is limited to the purchase price of the Goods claimed to be defective or, at the option of Seller, to replacement of the Goods, cf. clause 12.

Seller shall only be liable towards the Buyer for product liability, if the Buyer – in addition to the otherwise applicable requirements under Danish law – can prove that the defect having caused the damage is a result of Seller's negligence. Seller's product liability towards the Buyer and/or any of the Buyer's buyers shall in any circumstance be limited to USD 50,000,000 per product liability incident and an aggregate of USD 250,000,000 per calendar year.

If a product liability claim is submitted against Seller by one of the Buyer's customers or other parties related to the Buyer ("Buyer's Relations"), the Buyer is obligated to let itself be summoned in that same litigation if requested by Seller or by the Buyer's Relations. If the Buyer cannot prove that the defect having caused the damage is a result of Seller's negligence, the Buyer shall indemnify Seller for all losses inflicted on Seller, including damages to any of the Buyer's Relations and litigation costs in connection herewith. If the Buyer's Relations' product liability claims towards Seller exceed the maximum amounts for Seller's product liability as stipulated in the above, the Buyer shall in any event indemnify Seller for all such losses that exceed the maximum amounts for Seller's product liability.

Under all circumstances, Seller cannot be held liable for any type of indirect or consequential loss (including but not limited to loss of profits, loss of goodwill and/or time loss) or losses incurred by the Buyer or the Buyer's Relations in connection with redelivery, reproduction, reparation, removal, or withdrawal of the Elite material.

## 14. FORCE MAJEURE

Seller shall not be liable for delay in or failure to perform any of Seller's obligations under these Conditions or under the terms of Seller's quotation if the delay or failure is caused by circumstances beyond Seller's reasonable control (including but not limited to explosion, war, terror, flood, fire, accidents and import or export regulations).

## 15. INTELLECTUAL PROPERTY

Each party shall indemnify, defend, and hold harmless the other party from and against any and all losses resulting or arising from the other party's infringement of the intellectual property rights of a third party. Seller's liability under this clause is subject to the Seller's limitation of liability in clause 13.

The Buyer cannot forward a claim under this clause to the extent an infringement claim is based on or relates to (A) any information, design, specification, instruction or material not furnished by Seller, (B) any modifications of the Goods that were not performed by or on behalf of Seller, (C) any combination, operation or use of the Goods in connection with a third party product, the combination of which causes the claimed infringement, or (D) Seller's compliance with Buyer's specifications or directions, including incorporation of any materials or processes provided by or requested by Buyer.

This section sets forth Seller's sole obligation, and Buyer's exclusive remedies, for any third party claims of infringement arising in connection with this Agreement.

## 16. TERMINATION

The Agreement can only be terminated by Buyer if Seller is in material breach of its obligations.

For any of the following reasons Seller shall be entitled to terminate the Agreement or suspend any further deliveries under the Agreement without any liability to Buyer (and if the Goods have been delivered but not paid for the price shall become immediately due and payable):

- (i) Buyer makes any voluntary arrangement with its creditors, becomes bankrupt, subject to an administration order, goes into liquidation, or ceases or threatens to cease to carry on business,
- (ii) An administrative receiver or manager is appointed to any property or assets of Buyer,
- (iii) Seller reasonably apprehends that any of the events mentioned above are about to occur in relation to Buyer and notifies Buyer accordingly,
- (iv) The Buyer suffers or allows any execution whether legal or equitable to be levied on his/its property or obtained against him/it or fails to observe or perform any of his/its obligations or duties under the Agreement or any other Agreement between the Seller and the Buyer.

## 17. EXPORT TERMS

In case of export, the International Commercial terms (INCOTERMS) are applicable as in force at the date when the Agreement between Buyer and Seller enters into force. Where the Goods are supplied for export, the provisions of this clause 17 shall apply notwithstanding any other provision of these Conditions.

Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them and for notifying the Seller in writing of any importation requirements.

Unless otherwise agreed in writing between Buyer and Seller, the Goods shall be delivered Ex-Works and the cost thereafter will be charged to the Buyer. Unless otherwise agreed in writing between Buyer and Seller, the Seller shall inspect the Goods before shipment. Seller shall have no liability for any claim in respect of any damage to the Goods during transit.

The Buyer is obligated to sign an end user certificate upon Seller's delivery of the Goods, irrespective of whether the Buyer is not the end user, e.g., if the Buyer re-exports the Goods.

## 18. DISTANCE SELLING REGULATIONS

On receipt of an order via telephone, e-mail or fax Seller will within 48 hours provide an order confirmation.

If the Goods that are returned to Seller are not faulty or wrongly dispatched but returned as not required or for any reason, Buyer shall be responsible for the cost of returning such Goods to Seller. It is Buyer's responsibility to ensure that the Goods are maintained and returned to Seller in "as new conditions".

The amount paid by the Buyer for the Goods will be refunded to the Buyer within 30 days of the date of the cancellation notice. An amount will be deducted from the refund if costs are incurred to recover the Goods.

If the Goods cannot be supplied as per the original order, a notification of substitution will be sent. In such case, Buyer has the right to refuse the substitution and cancel the order with no penalties.

## 19. GENERAL

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

These Conditions do not affect the statutory rights of the consumer.

## 20. APPLICABLE LAW AND ARBITRATION

These Conditions shall be governed by and construed in accordance with Danish law, irrespective of any choice of law rules.

The United Nations Convention of the International Sale of Goods shall not apply.

Any dispute arising out of or in connection with these Conditions or the Agreement, including any disputes regarding the existence, validity, or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.