

**LOAN AGREEMENT**

**THE BUYER MUST SIGN THIS AGREEMENT AND RETURN TO SKYWAYS TECHNICS A/S, PRIOR TO THE SHIPMENT OF THE LOAN UNIT**

<b>A. Buyer (Company Name):</b>			
<b>B. Buyer (Full Address):</b>			
<b>C. Buyer's Loan Order #:</b>		<b>H. Skyways Technics Ref #:</b>	
<b>D. Part Number:</b>		<b>I. Part Serial Number:</b>	
<b>E. Condition:</b>		<b>J. From Date:</b>	
<b>F. Loan Fee:</b>		<b>K. To Date:</b>	
<b>G. Core Value:</b>		<b>L. Certification:</b>	
		<b>M. Deposit:</b>	

The above Loan Unit is subject to the Terms and Conditions of this Agreement and the Skyways Technics General Terms and Conditions for the Sale of Goods and Services ("TCSGS"), regardless of any Buyer's conditions. The TCSGS is incorporated herein by reference and forms an integral part of this Agreement. By signing this Agreement, the Buyer confirms having received, read, and accepted the TCSGS in their entirety. A copy of the valid TCSGS, as amended from time to time, is available at [www.skywaystechnics.com](http://www.skywaystechnics.com) and upon written request to ST.

**1. SCOPE**

Skyways Technics A/S, hereinafter called "ST", agrees to loan a unit as per the Buyer's Purchase Order instructions, unless those instructions conflict with ST's TCSGS. In such event, ST's TCSGS shall be applicable at all times and shall overrule the Buyer's terms and conditions. In the event of a conflict between the ST TCSGS and this Agreement, the terms of this Agreement shall take precedence regarding specific exchange logistics while the TCSGS shall govern all other legal matters, including payment defaults, liability limits, and dispute resolution. This Agreement must be signed by an authorised representative of the Buyer and returned to ST prior to the shipment of the Loan Unit. The Agreement and the TCSGS, in conjunction, constitute the entire agreement between the parties for the loan transaction and supersedes all prior agreements, understandings, and representations relating thereto.

**2. LOAN DURATION**

The Loan Duration is set at \_\_\_\_\_ (\_\_) months/days and may be extended for a further period, which shall be the subject of a separate written agreement. A minimum loan period equivalent to \_\_ (\_\_) month(s)/ days shall be charged for the Loan Duration regardless of actual usage.

**3. RETURN DELIVERY ADDRESS (RDA)**

The Buyer agrees to pay all transport costs, customs charges, and related costs for the return of the Loan Unit. All Loan Units must be returned on a DDP (Delivered Duty Paid / Door-to-Door) basis to the following address, unless otherwise agreed in writing by ST:

**PRODEX CDG C/O Skyways Technics  
10 rue du Meunier – ZA du Moulin  
95700 Roissy en France, France  
OR**

**Skyways Technics Asia Sdn. Bhd.  
Lot 5–10, Ex-Customs Building, Helicopter Centre,  
Malaysia International Aerospace Centre, Sultan Abdul Aziz Shah Airport,  
47200 Subang, Selangor Darul Ehsan, Malaysia.  
OR**

**Skyways Technics Americas  
13447 NE 17th Avenue, North Miami Beach, 33181, FL, United States of America**

**The returned Loan Unit must be accompanied by ALL of the following documents:**

- Unserviceable tag containing MSN, P/N, S/N, and reason for removal information.
- A material certification documenting full traceability to an Airline, OEM, or approved source. Other sources must be pre-approved in writing by ST. The certification must state that the unit is not incident- or military-related and has not been subjected to any unusual stress or heat. ATA106 form is preferred.
- Full "back to birth" records for all time- or cycle-controlled/limited units.
- Non-Incident Statement (ATA106 form) and packing slip from each entity in the loan chain, evidencing full material flow from the regulated end-user back to ST.
- All documentation must reference the Buyer's Loan Purchase Order number.

**If the Loan Unit is returned without the above-stated documents, such Loan Unit is considered "not returned appropriately" and additional charges will apply as per Clause 4.**

**4. LATE LOAN RETURN CONSEQUENCE**

The Loan Unit shall be returned to ST no later than the date stipulated under Section K) To Date, and shall be subject to recertification costs upon return. Any extension of the loan period must be agreed with ST in writing a minimum of 2 (two) weeks before the initial end date. If the Loan Unit is not received by the agreed return date, or is not accompanied by the mandatory documentation as defined in Clause 3, ST will charge the recurring monthly Loan Fee stipulated in Section F). Each subsequent 30-day period of delay will trigger an additional full monthly

Loan Fee. If the Loan Unit has not been returned within 3 (three) months of the agreed return date, ST reserves the right to convert the loan transaction into an outright sale and invoice the Buyer the Core Value in addition to all Loan Fees and other related costs already invoiced.

#### 5. RETURN OF UNUSED UNIT

A written authorisation from ST is required before returning an unused Loan Unit. The unused Loan Unit must be returned to the RDA no later than 7 (seven) calendar days from the date of the Order Confirmation and will be subject to a restocking fee of 25% of the Loan Fee, subject to a minimum of USD 300.00. If the unused Loan Unit is received after 7 (seven) calendar days from the Order Confirmation date, the full Loan Fee is payable without concession. The returned unused Loan Unit must be delivered with an official written statement on company-headed paper declaring that the Loan Unit is "Returned in the same condition as received and has not been fitted to an aircraft". If the Loan Unit has been delivered to an end user or operator, a non-installation declaration from the end user/operator must be provided to ST for confirming that the Loan Unit has not been installed, fitted, tested, or used on any aircraft or equipment. All original documentation must accompany the returned unused Loan Unit. If original documentation is not included, the returned Loan Unit will be treated as a core return and ST reserves the right to send the Loan Unit for recertification and charge the Buyer all applicable recertification and shipping costs.

#### 6. REPAIR COSTS ON RETURNED LOAN UNIT

The returned Loan Unit shall be the same unit as supplied, bearing the same part number, dash number, serial number, and modification status (if applicable). Any deviation shall be agreed in writing, and ST shall have the Loan Unit modified at the Buyer's expense. ST will send the returned Loan Unit to an approved repair station for test, repair, or overhaul as necessary. By signing this Agreement, the Buyer irrevocably agrees to pay any repair, overhaul, and recertification costs incurred on the returned Loan Unit. In cases where ST is not the repair station, freight costs from ST to the repair shop and back to ST will be billed to the Buyer. In the event that the cost to restore the Loan Unit to an acceptable serviceable condition exceeds 70% of the Core Value, ST shall be entitled to consider the repair as Beyond Economical Repair (BER). In such case, ST shall invoice the Buyer and the Buyer shall pay the Core Value plus any costs related to the investigation, assessment, and scrap of the Loan Unit.

#### 7. OWNERSHIP

Title to the Loan Unit belongs to and shall remain with ST at all times and under all circumstances. The Buyer must ensure that ST is identified as the rightful owner on all appropriate official, governmental, customs, or other documents. The Buyer shall not obscure or remove any tags or markings affixed to the Loan Unit that indicate ST's interest or ownership. During the loan period, the Buyer shall keep the Loan Unit free and clear of all claims, liens, security interests, and encumbrances whatsoever. The Buyer shall indemnify and hold ST harmless against any damage suffered by ST, including all costs and expenses incidental thereto, arising from the Buyer's failure to comply with its obligations under this paragraph. The Buyer shall procure that the Loan Unit is covered by the respective insurance (minimum coverage in the value of the Core Value) during the period the Loan Unit is in the Buyer's possession and upon ST's request shall provide immediately ST with the proof of the respective insurance coverage.

#### 8. WARRANTY

ST warrants that the Loan Unit is supplied in the condition stated in Section E, with valid certification at the time of shipment. The Loan Unit is provided on an "As-Is" basis. ST makes no representation regarding the Loan Unit's fitness for any particular purpose or compatibility with the Buyer's specific aircraft or MSN. ST's liability under this warranty shall be limited to the replacement of faulty parts or correction of defects. Under no circumstances shall ST be held responsible for any damage, including consequential or indirect damage (including but not limited to aircraft downtime, loss of revenue or AOG costs), arising from the use of the Loan Unit, including in case of death and/or injury of persons and/or damage to any property. If the supplied Loan Unit is found INOP (inoperative) upon installation, ST shall test and evaluate the unit prior to issuing any credit note.

#### 9. EXPORT AND/OR RE-EXPORT OF THE LOAN UNIT

The supplied Loan Unit shall not be lent, transferred, or handed over to any third party without prior written consent from ST. The Buyer is not permitted to export or re-export Loan Units supplied by ST to any country or person subject to sanctions imposed by the European Union, United Kingdom, Denmark, or the United States of America. The Buyer assumes full responsibility for compliance with all applicable export control regulations.

#### 10. SHIPMENT

Any shipment from ST to the Buyer, or related to the services provided under this Agreement, will be at the Buyer's responsibility and expense. **Shipment from ST will be on an EXW (Ex-Works) basis.** The Buyer selects the freight forwarder and ensures that **all return shipments to ST are arranged on a DDP (Delivered Duty Paid / Door-to-Door) basis.** ST reserves the right to charge any additional costs incurred to ensure delivery to ST's facilities. When returning the Loan Unit, the Buyer shall not declare a customs value higher than agreed with ST on the total shipment. ST reserves the right to invoice the Buyer for any taxes and duties imposed on ST as a result of the return shipment.

#### 11. DEPOSIT

If requested by ST, then as a security for its obligations under this Agreement, the Buyer shall pay a deposit to ST in the amount stated in Section M upon signature of this Agreement ("Deposit"). The Deposit shall be non-refundable, unless otherwise stated herein, and for ST's unrestricted use and the Buyer acknowledges that it shall have no right or interest in such amount following its payment. ST may, but shall not be obliged to, apply the Deposit against any outstanding payment or claim against the Buyer under this Agreement. Upon such application, the Buyer shall immediately pay to ST an amount equivalent to the amount having been applied of the Deposit by ST in accordance with this clause. Within five (5) business days after the Buyer has satisfied and discharged all its obligations hereunder and any other obligations or debt owed by the Buyer towards ST, ST shall repay the Buyer an amount equal to the Deposit (after which the balance of the Deposit shall be deemed to be zero).

#### 12. PAYMENT TERMS

All invoices for Loan Fees, Repair Costs, Handling Fees, and any other charges under this Agreement are due and payable as specified in the respective invoice. The Buyer shall pay all invoices in full without any set-off, counterclaim, deduction, or withholding. Payment of Loan Fees

and Repair Costs is not contingent upon the Buyer receiving payment from any third-party end-user. ST has the right to suspend performance of its duties under this Agreement, if the Buyer is in default on any other agreement with ST until such default has been duly rectified by the Buyer.

**FOR AND ON BEHALF OF THE BUYER:**

<b>COMPANY NAME OF THE BUYER:</b>	<b>MSN:</b> <i>(The A/C where this unit is being installed – MANDATORY)</i>
<b>PRINT NAME:</b>	<b>END-USER:</b> <i>(Should there be a 3rd party involved who owns/operates the A/C where this unit is to be installed)</i>
<b>AUTHORISED SIGNATURE:</b>	<b>COUNTRY:</b>
<b>DATE:</b>	