

# SKYWAYS TECHNICS A/S

## General Terms and Conditions for the Sale of Goods and Services

### 1. DEFINITIONS

In this document, Skyways Technics A/S general terms and conditions of sale of goods and services (“**Conditions**”) the following definitions are applied:

“**Agreement**” means a written contractual arrangement between Customer and Skyways on purchasing of Goods and/or Services as further specified in such contractual arrangement and these Conditions.

“**Customer**” means any legal person or entity acting for purposes relating to its trade, business or profession, entering into an Agreement with Skyways. For the avoidance of doubt, these Conditions do not apply to consumers within the meaning of mandatory Danish consumer protection legislation.

“**Goods**” means the goods specified in Skyways’ Sales Quotation either requested for purchase or to be serviced.

“**Party**” and “**Parties**” means Skyways and Customer separately or jointly.

“**Purchase Order**” means Customer’s confirmation to the Sales Quotation or request of purchase without a prior Sales Quotation as per Clause 2.2.2.

“**Request for Quotation**” means Customer’s request for price quotation of the Services/Goods.

“**Sales Quotation**” means Skyways’ response to Customer’s Request for Quotation for Service/Good.

“**Service**” means the overhaul and repair services of the Goods requested by Customer and offered by Skyways.

“**Skyways**” means Skyways Technics A/S, Lufthavnsvej 1B, 6400 Sønderborg Airport, Denmark.

### 2. AGREEMENT

2.1. Skyways provides the Services and sells the Goods to Customer who in return pays the agreed price to Skyways as per the Agreement and these Conditions.

2.2. The Agreement between Skyways and Customer can be concluded as follows:

2.2.1. with Request for Quotation:

- (a) Customer sends a Request for Quotation on a Service or a Good to Skyways. Request for Quotation must state at least the following data: part number, quantity, condition, designation, Customer’s contact address and contact person’s details (phone, email);
- (b) Skyways sends to Customer a Sales Quotation;
- (c) Customer shall issue a Purchase Order for confirming the Sales Quotation or sending a rejection of the Sales Quotation within the deadline as stated in the Sales Quotation. Lack of response by Customer within the named deadline or in full compliance with the Sales Quotation is considered rejection of the Sales Quotation;

- (d) thereafter Skyways confirms the Purchase Order or rejects it (for instance due to price changes not attributable to Skyways, no availability of the Goods or similar);
- (e) if Skyways confirms the Purchase Order, an Agreement between Customer and Skyways is deemed to have been concluded and is binding and these Conditions shall apply to such Agreement.

For the avoidance of doubt, the Purchase Order is considered an invitation to contract and only upon Skyways' confirmation of the Purchase Order a binding contract has been concluded between the Parties.

2.2.2. without Request for Quotation:

- (a) Customer sends to Skyways a Purchase Order;
- (b) Skyways may (in its sole discretion) confirm or reject the Purchase Order by notifying the Customer in writing. In the event of a confirmation of the Purchase Order, an Agreement between Customer and Skyways is deemed to have been concluded and is binding and these Conditions shall apply to such Agreement. In all other circumstances, the Purchase Order shall be considered rejected.

2.3. In the event that Goods are provided on:

2.3.1. a loan or lease basis, or

2.3.2. exchange;

Skyways shall issue either a separate standard [loan agreement](#) ("Loan Agreement") or [flat rate/advanced exchange](#) agreement ("Exchange Agreement") specifying amongst other conditions the duration, daily rates, and return conditions. This separate agreement must be signed by the Customer and returned to Skyways prior to the shipment of the Goods. The terms of the signed Loan/Exchange Agreement, in conjunction with these Conditions, shall constitute the entire agreement for the loan/exchange transaction and shall overrule any conflicting Customer conditions or purchase order terms.

2.4. Customer represents and warrants that it enters into the Agreement as a business customer and not as a consumer.

2.5. All Agreements (whether concluded pursuant to Section 2.2.1 or 2.2.2 or 2.3. above or under any other procedure approved by Skyways) between Customer and Skyways are subject to these Conditions.

2.6. Any terms or conditions contained in or referenced by Customer in any Purchase Order, acceptance, correspondence or other document shall not apply and are hereby expressly rejected.

2.7. In case of conflict between these Conditions and a Sales Quotation or any other written Agreement between the Parties, the following order of precedence shall apply: (i) the Agreement; (ii) the Sales Quotation; (iii) these Conditions; (iv) the Purchase Order.

### **3. PURCHASE ORDER**

3.1. Customer is responsible for ensuring the accuracy, completeness and correctness of the data provided in the Request for Quotation and Purchase Order.

3.2. The parties agree that the compliance with the obligations established in this Section 3 is fundamentally necessary for the provision of the Services/sale of Goods. Customer acknowledges and understands that Skyways' provision of

Services/sale of Goods is reliant on the submitted data and its quality and any failure by Customer of any obligations established in this Section 3 may negatively affect the quality and availability of the Services/ Goods. As such, the Parties agree that:

- (a) The Customer shall timely and duly provide Skyways with such data and information as Skyways may reasonably request for the purpose of provisioning the Services or selling the Goods;
- (b) Skyways is not obligated to validate the accuracy, completeness and correctness of the data provided by Customer. Skyways shall not be liable for the data contained in the Request for Quotation or Purchase Order, including the accuracy, completeness and correctness of data, and Skyways shall be entitled to rely on such data;
- (c) Skyways shall not be liable for any loss, costs, liability, claim or expense of Customer relating to incorrect, inaccurate or uncomplete data and which cause any damages or any other consequences which result from any failure by Customer to fulfil its obligations established in this Section 3; and
- (d) in case of breach of any obligations established in this Section 3, Customer shall be responsible for, and shall indemnify and hold Skyways harmless from all claims, suits, proceedings, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) made against or incurred by Skyways.

3.3. Skyways has the right to request Customer to provide more detailed data if deemed necessary by Skyways for the provision of the Services/sale of Goods.

3.4. The quantity, quality and any specification of the Goods/Services shall be those set out in Skyways's Sales Quotation or if Clause 2.2.2 is applicable then the Purchase Order acknowledged by Skyways.

3.5. Skyways reserves the right to make changes in the specification of the Goods/Services which are required to comply with any applicable law, any applicable Civil Aviation Authority or Joint Aviation Authority or EU law. If such changes alter materially the quality or performance of the Goods/Services, Skyways notifies Customer immediately of such issue and the parties shall negotiate on the amendment of the Agreement. For the sake of clarity, Skyways shall not be liable for any costs or damages caused to Customer deriving from the stated changes.

#### **4. DELIVERY OF GOODS**

4.1. Skyways shall deliver the sold Goods and the serviced Goods as Ex-Works unless otherwise in writing or stated in the Agreement.

4.2. The Goods ready for delivery will not be insured by Skyways unless it is specified in the Agreement.

4.3. Skyways shall notify Customer when the Goods are ready to be collected at Skyways' premises. Customer is obligated to collect the Goods from Skyways' premises within 3 (three) business days of receiving such notice.

4.4. Skyways shall not be liable for any delay in delivery (for the avoidance of doubt this includes transportation) of the Goods or for any losses arising therefrom, except where such delay is directly caused by Skyways' gross negligence. In any such case, Skyways' liability shall be limited in accordance with Section 10 and Skyways shall have no liability for any indirect, consequential or special losses, including loss of profit, revenue, data, business or goodwill.

- 4.5. If Customer fails to take delivery of the Goods within the timeframe as stated in Clause 4.3, Skyways may without prejudice to any other right or remedy available to Skyways:
- (a) cancel the Purchase Order and invoice Customer for any costs, including but not limited to storage, insurance, etc., caused by the failure of Customer to meet its obligations as per Clause 4.3., or
  - (b) sell the Goods at the price immediately obtainable, deduct all costs associated with Customer's failure to take on-time delivery and charge and invoice Customer for any shortfall in the purchase price.
- 4.6. Customer shall inspect the Goods without undue delay after delivery. If Customer claims that the Goods are defective either in quality or condition or that they do not correspond with the specifications in the Sales Quotation, Customer shall notify Skyways in writing, specifying the nature of the defect:
- (a) for defects which are apparent upon reasonable inspection, within five (5) business days as of the delivery date; and
  - (b) for latent defects, within five (5) business days after such defect has been or ought reasonably to have been discovered and in any event no later than twelve (12) months after delivery.
- 4.7. If Customer does not notify Skyways in accordance with Clause 4.6, Customer loses its right to claim in respect of such defect and Customer shall pay to Skyways the full price of the Goods/Services stated in the Agreement .

## **5. OWNERSHIP OF GOODS**

- 5.1. The ownership of the Goods (except for Goods owned by Customer and sent for Service to Skyways) shall pass to Customer upon Skyways receiving the full payment of the price of the Goods on its bank account.
- 5.2. The risk of loss of the Goods shall pass to Customer as of the moment the Goods are tendered for delivery as per Section 4 of these Conditions.
- 5.3. If Customer pays for the Goods as per payment plan offered by Skyways in the Sales Quotation or agreed upon separately in writing, then Customer acknowledges that Skyways is the legal and beneficial owner of the Goods until Customer has paid in full for the Goods. If Customer pays for the Goods under a payment plan and until such time as the ownership of the Goods passes to Customer then:
- (a) Customer shall hold the Goods as Skyways' bailee and shall keep the Goods separated from Customer's and third parties' goods and properly stored, protected and insured and identified as Skyways' property. Customer shall be entitled to resell or use the Goods in the ordinary course of its business only if this has been approved in writing by Skyways; and
  - (b) Skyways shall be entitled to require Customer to return the Goods to Skyways upon Skyways' first request, and if Customer fails to do so immediately, Skyways has the right to enter any premises of the Customer or any third party where the Goods are stored and repossess the Goods and repossess the Goods, in each case to the extent permitted by applicable mandatory law.

## **6. PRICE**

- 6.1. The price of the Goods/Services shall be the price specified in Skyways' Sales Quotation or if Clause 2.2.2 is applicable then the Purchase Order acknowledged by Skyways.
- 6.2. Skyways reserves the right to increase the price of the Goods/Services and to inform Customer accordingly before delivery in order to:
  - (a) reflect any increase in Skyways' costs which is due to any factor beyond the reasonable control of Skyways such as but not limited to fluctuation or hardship of foreign exchange, changes in any import taxes, duties, fees and tariffs;
  - (b) reflect any change in delivery dates, quantities or specifications for the Goods/Services requested by Customer;
  - (c) reflect delays caused by Customer's instructions or Customer's failure to give Skyways adequate information or instructions; or
  - (d) in case of overhauls, repairs or customization of the Goods, to reflect in addition to the above stated any increase in the costs of labor, materials, manufacture or the like.
- 6.3. If Customer does not accept the price increase which results from the reason stated in Clause 6.2.(a)-(d), Customer has the right to terminate the Purchase Order.
- 6.4. All prices are exclusive of any applicable customs, import taxes, duties, fees and tariffs, VAT, eventual withholding taxes and excise duties, all of which shall be paid by Customer and Customer shall indemnify and hold harmless Skyways for the same.

## **7. TERMS OF PAYMENT**

- 7.1. Skyways invoices Customer with payment terms as specified in the Agreement.
- 7.2. If Customer fails to make any payment on the due date, Skyways shall (without prejudice to any other right or remedy available to Skyways) be entitled to:
  - (a) terminate the Agreement with immediate effect;
  - (b) suspend any further deliveries to Customer;
  - (c) charge interests on the unpaid amount equivalent to two percent (2%) of the unpaid amount per month (calculated on a 30-calendar day month), or, if lower, the maximum rate permitted under applicable mandatory law;
  - (d) charge a payment reminder fee equivalent to EUR 50.00 (fifty euros) or USD 65.00 (sixty-five United States dollars) per payment reminder, or, if lower, the maximum amount permitted under applicable mandatory law; and/or
  - (e) take possession to the Goods until the unpaid amounts have been settled.
- 7.3. All payments shall be made in the currency and to the bank account as stated in invoice issued by Skyways. No payment shall be deemed to have been received until Skyways has received cleared funds.
- 7.4. Customer shall make all payments due under the Agreement without any deduction whether by way of counterclaim or otherwise unless Customer has a valid court order or arbitration award requiring an amount equal to such deduction to be paid by Skyways to Customer.

## **8. ASSIGNMENT OF RIGHTS TO PRODUCT WARRANTY**

- 8.1. Customer shall be entitled to rights according to an assignable warranty if Skyways has been given an assignable warranty by either:
- (a) the manufacturer of new Goods, which have been supplied to Customer by Skyways but not manufactured by Skyways, or
  - (b) by a third-party overhauler of used, second-hand, repaired, or reconditioned Goods.
- 8.2. With respect to used, secondhand, overhauled and repaired Goods, Skyways provides no warranty whatsoever, irrespective of Skyways' assignment of any warranty. If Skyways assigns a warranty to Customer in respect of used, secondhand, overhauled, or repaired Goods, Customer can only rely on such warranty against the provider of said warranty and Skyways shall have no liability for any assigned warranty.
- 8.3. Skyways is under no circumstances liable for any such assigned warranties whatsoever, as this is an account solely between the relevant manufacturer and Customer.

## **9. WARRANTY ON SERVICED GOODS**

- 9.1. Skyways warrants that the Goods supplied and overhauled or repaired by Skyways as of the date of delivery as per Section 4 and for a period of 12 months will be free from material defects in materials or workmanship performed by Skyways, unless the overhaul/repair has been outsourced by Skyways to a third party in which case the warranty given by the third party applies to Goods.
- 9.2. The warranty stated in Clauses 9.1. shall not apply if:
- (a) the Goods are sold as "unserviceable" or "as-removed";
  - (b) the Goods have been drawn, designed or customized on request from Customer;
  - (c) the defect in question is the result of ordinary wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Skyways' 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 Skyways' written approval;
  - (d) to the extent any repair, modification or overhaul has not been performed by Skyways; or
  - (e) Skyways' price for the Goods as specified in the Agreement has not been paid.
- 9.3. Customer shall notify Skyways immediately of any warranty related issue immediately upon becoming aware of it but not later than within 14 (fourteen) calendar days as of becoming aware of it.
- 9.4. Any guidance provided by Skyways regarding storage, application or use of the Goods is given as general information only. Skyways is liable only for losses caused by its own negligent advice, and Skyways' liability is in all cases subject to the limitations set out in Clause 10. Skyways accepts no liability where the Customer has failed to follow written instructions or has used the Goods contrary to Skyways' specifications.

## **10. LIMITATION OF LIABILITY**

10.1. If Skyways is liable due to its gross negligence or willful misconduct for any defects in the quality or condition of the Goods/Services or their failure to meet specifications, Skyways shall, upon its sole discretion, either:

- (a) repair or replace the Goods/Services (or the part in question) free of charge for Customer; or
- (b) refund Customer the price of the Goods/Services (or a proportionate part of the price),

and upon completion of item (a) or (b) above (as applicable), Skyways shall have no further obligations or liability towards the Customer.

10.2. Except in respect of death or personal injury caused by Skyways' negligence, Skyways' liability to repair, replace or refund described in Clause 10.1 shall constitute the full extent of Skyways' liability in respect of any loss or damage sustained by Customer whether caused by breach of Agreement, misrepresentation or by negligence of Skyways, its employees or agents or arising from any other cause whatsoever.

10.3. Skyways' liability towards Customer for loss or damage arising from defective quality or for any other non-conformity is limited to the purchase price of the Goods/Services claimed to be defective or faulty or, at the option of Skyways, to replacement of the Goods as per Clause 10.1.

10.4. Skyways' product liability towards Customer for damage to property used for commercial purposes shall, to the extent permitted by mandatory Danish law, be limited to the amounts of Skyways' product liability insurance applicable at the time in question.

10.5. As between Skyways and Customer, Customer shall indemnify and hold Skyways harmless from any product liability claims brought by third parties to the extent such claims exceed the limitations set out in Clause 10.4 or arise from Customer's own acts or omissions, including but not limited to Customer's installation, storage, maintenance, use or modification of the Goods.

10.6. Nothing in this Section 10 shall limit or exclude Skyways' mandatory liability under the Danish Product Liability Act for personal injury or for damage to consumer property, to the extent such liability cannot be limited or excluded by contract.

10.7. Skyways shall have no liability to Customer or any third party for any special, indirect, incidental or consequential loss or damages arising under or in connection with the Agreement, including, without limitation, damages resulting from delay of delivery or from loss of profits, data, business or goodwill, however caused and on whatever theory, whether based on breach of contract or warranty, tort (including negligence), the failure or asserted failure of Skyways to perform its obligations hereunder, or otherwise, and whether or not Skyways to have caused such damages have been advised or is aware of the possibility of such damages.

- 10.8. Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. Such impediments may include, but are not limited to, acts of government, fires, disturbances of data networks, floods, pandemics, epidemics, quarantine restrictions, riots and acts of terror. The affected Party shall promptly notify the other Party and shall use reasonable efforts to mitigate the effects of such force majeure event. The affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the Party not affected may terminate the Agreement, by giving 7 days' written notice to the affected Party. The foregoing shall (i) not relieve Customer from its obligation to pay any amounts due for Goods and Services already delivered; and (ii) not apply to any payment obligations.
- 10.9. Nothing in these Conditions shall exclude or limit Skyways' liability for intent or gross negligence, or for death or personal injury, or for any other liability which cannot be excluded or limited under mandatory Danish law.

## **11. INTELLECTUAL PROPERTY**

- 11.1. Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any claim that the Indemnifying Party's Goods, Services, materials or other contributions under the Agreement infringe the intellectual property rights of a third party, provided that the Indemnified Party promptly notifies the Indemnifying Party of such claim and allows the Indemnifying Party to conduct the defense and settlement thereof.
- 11.2. Notwithstanding the foregoing, Customer cannot claim against Skyways 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 Skyways,
  - (b) any modifications of the Goods that were not performed by or on behalf of Skyways;
  - (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) Skyways' compliance with Customer's specifications or directions, including incorporation of any materials or processes provided by or requested by Customer.
- 11.3. Customer accepts to share with Skyways for purpose of providing the Service or the sale of Goods certain aircraft related information, data or any other maintenance related documentation that due to its nature is made available only to Customer. If Customer fails to provide such information, data or any other maintenance related documentation to Skyways, then Skyways is entitled to terminate offering of the Service and/or Goods and all costs incurred until that moment shall be borne by Customer and invoiced to Customer as per terms and conditions of the Agreement.
- 11.4. This Section 11 sets forth a Party's sole obligation and the counter Party's exclusive remedies, for any third party claims of infringement of intellectual property rights arising in connection with the Agreement.

## **12. TERMINATION**

- 12.1. The Agreement can only be terminated by Customer if Skyways is in material breach of its obligations and Skyways has failed to rectify the breach within 14 calendar days as of receiving notice of the breach from Customer.
- 12.2. For any of the following reasons Skyways shall be entitled to terminate the Agreement with immediate effect or suspend any further deliveries under the Agreement:
- (a) Customer 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;
  - (b) an administrative receiver or manager is appointed to any property or assets of Customer;
  - (c) Skyways reasonably apprehends that any of the events mentioned above are about to occur in relation to Customer and notifies Customer accordingly;
  - (d) Customer 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 Skyways and Customer;
  - (e) Customer has failed to make any payments under the Agreement and has not rectified the breach within 7 calendar days as of receiving such notice from Skyways;  
or
  - (f) if Customer otherwise materially breaches the Agreement.
- 12.3. Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination. This also means that upon termination, Skyways shall be entitled to any sums payable by Customer for the Service/Goods provided prior to such termination and any other payable sums, including but not limited to if the Goods have been delivered but not paid for.

### **13. EXPORT TERMS**

- 13.1. In case of export, the International Commercial terms (INCOTERMS) are applicable as in force during the term of the Agreement. Where the Goods are supplied for export and the Parties have so expressly agreed in the Agreement, the provisions of this Section 13 shall apply notwithstanding any other provision of these Conditions.
- 13.2. Customer 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 import taxes, duties, fees and tariffs on them and for notifying Skyways in writing of any importation requirements.
- 13.3. Unless otherwise agreed in writing between Customer and Skyways, the Goods shall be delivered Incoterms EXW (Ex-Works) and the import or transport cost thereafter will be payable by the Customer. Unless otherwise agreed in writing between Customer and Skyways, Skyways shall inspect the Goods before shipment. Skyways shall have no liability for any claim in respect of any damage to the Goods during transit.
- 13.4. For the sake of clarity, a general condition of transport of a Good to be Serviced by Skyways, is that the Good is shipped by the Customer to Skyways under

Incoterms DDP (Delivered Duty Paid) Skyways' location, and prepared for shipment back to Customer after the Service under Incoterms EXW (Ex-Works).

- 13.5. Customer is obligated to sign an end user certificate upon Skyways' delivery of the Goods, irrespective of whether the Customer is not the end user, e.g., if Customer re-exports the Goods.

#### **14. COMPLIANCE**

- 14.1. Customer or any of its direct or indirect affiliates (i) is a listed person under any United States, European Union, United Kingdom or United Nations export control or economic sanction and (ii) will at any time use, operate, transfer, sell or otherwise make available the Goods in violation of any applicable United States, European Union, United Kingdom or United Nations export control or economic sanctions. Without prejudice to the generality of the foregoing, Customer or any of its direct or indirect affiliates shall sell, export or re-export, directly or indirectly, the Goods to or for use in Russia or Belarus nor shall any it be procured or allowed such action by another person. Customer acknowledges that in respect of its purchase, use, exportation or transfer of the Goods, compliance with the applicable laws of all applicable jurisdictions is the sole responsibility of Customer.

#### **15. CONFIDENTIALITY**

- 15.1. Confidential information in relation to either Party ("Disclosing Party") shall mean all or any part of ("Confidential Information"):

- (a) any information of the Disclosing Party marked "commercial in confidence" "confidential" or similarly;
- (b) any other information or data relating to the business or affairs of the Disclosing Party (including know-how);
- (c) the Agreement, including its content and terms; and
- (d) any other information or data disclosed by the Disclosing Party relating to the business or affairs of any third party disclosed subject to the terms of any non-disclosure agreement or any other express or implied duty of confidentiality, in any case as disclosed whether in writing, orally or by any other means by or on behalf of the Disclosing Party to the other Party ("Recipient"), whether directly or indirectly and whether before or after the date of the Agreement.

- 15.2. Confidential Information is not information or data which:

- (a) is or becomes generally and freely publicly available in any way otherwise than as a result of breach by the Recipient of the Agreement; or
- (b) the Recipient can show:
  - (i) was lawfully in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt directly or indirectly from the Disclosing Party and was not previously acquired by the Recipient under any obligation of confidence;
  - (ii) was developed by or for the Recipient at any time independently of any information disclosed to it whether directly or indirectly by or for the Disclosing Party;

- (iii) the Recipient obtained or has available from a source other than the Disclosing Party without breach by the Recipient or such source of any obligation of confidentiality or non-use towards the Disclosing Party; or
  - (iv) the disclosure of which is inherently necessary for the provision of the Service.
- 15.3. The purpose of disclosing and processing Confidential Information is the performance of the Agreement (“Purpose”).
- 15.4. The Parties agree as follows:
  - (a) the Recipient shall at all times maintain the Disclosing Party's Confidential Information in confidence, keep it secret and not disclose or divulge it, or allow or suffer it to be disclosed or divulged except as may be expressly permitted in the Agreement. The Recipient shall use the Confidential Information only for the Purpose;
  - (b) the Recipient may disclose such part of the Confidential Information as is necessary for the Purpose to such of its employees, directors and/or professional advisers as have the need to know the same for the Purpose, provided that the Recipient shall procure that such employees, directors and/or professional advisers comply with the terms;
  - (c) the Recipient may disclose such of the Confidential Information as the Recipient is required to do so by law or pursuant to a court order, to such parties and to such extent that the Recipient is so required to make such disclosure provided that the Recipient shall notify the Disclosing Party as soon as possible prior to making any such disclosure and shall give to the Disclosing Party the opportunity to apply for appropriate protective relief in respect of such Confidential Information;
  - (d) except as otherwise expressly provided in the Agreement, the Recipient shall not make any disclosure of the Confidential Information to any third party except with the prior written consent of the Disclosing Party;
  - (e) on the Disclosing Party's written request, the Recipient shall return to the Disclosing Party or, at the Recipient's option, destroy all or such part or any copies or such part of any copies of the Disclosing Party's Confidential Information (unless prohibited by the applicable law).
- 15.5. In the event of a breach of the confidentiality obligations stated herein section 15, the aggrieved Party in any dispute shall be entitled to seek the remedies of injunction, specific performance or other equitable relief, for any threatened or actual breach of the confidentiality obligations by the other Party. Furthermore, such aggrieved Party shall be entitled to recover from the other Party its costs incurred in such dispute including without limitation its reasonable legal fees.
- 15.6. The confidentiality obligation as prescribed by this Section 15 shall stay in force indefinitely.

## **16. ANTI-FRAUD NOTICE**

- 16.1. **No changes to banking details.** Skyways' bank account details and payment instructions do not change. Skyways will not issue, request, or confirm any change to beneficiary name, bank account number/IBAN, SWIFT/BIC, intermediary bank, payment routing, or any other payment instruction by email, WhatsApp, SMS, or telephone.

- 16.2. **Only valid payment details.** The only valid payment instructions for Skyways are those (i) stated in the relevant contract and/or officially issued invoice, and (ii) consistent with Skyways' historic, previously validated banking details.
- 16.3. **Treat any deviation as fraud.** Any message, invoice, notice, or communication purporting to introduce "updated" or "new" bank details, alternative beneficiary details, requests to split payments, urgent diversion of funds, or other changes to money flows must be treated as fraudulent.
- 16.4. **Mandatory verification.** If you receive any such request or detect any inconsistency, you must not make payment and must immediately contact Skyways for verification using your trusted contact details provided with you by Skyways at the beginning of co-operation. Do not use any contact details (including phone numbers or links) contained in the suspicious communication. Where appropriate, seek confirmation from more than one Skyways' representative.
- 16.5. **No reliance on unverified instructions.** Skyways accepts no responsibility for, and shall not be liable in respect of, any payment made in reliance on payment instructions that are not consistent with Skyways' established banking details as described above. Payment to any other account shall not discharge your payment obligation to Skyways. Your vigilance helps protect both your organization and ours from potential fraud. Should you have any doubts or questions, do not hesitate to reach out to us directly.

## 17. MISCELLANEOUS

- 17.1. Each Party shall comply with applicable data protection laws when processing personal data under the Agreement. Skyways will process personal data relating to Customer's contact persons in accordance with its then current privacy notice made available on Skyways' website, as amended from time to time.
- 17.2. Any notice or other communication given to a Party under or in connection with the Agreement shall be in writing, addressed to that Party's address as fixed in the Agreement, including the contact person's contact details, or such other address as that Party may have specified to the other Party in writing. If a notice has been sent by e-mail, it shall be deemed to have been received one business day after transmission.
- 17.3. The Agreement, including these Conditions and any applicable Sales Quotation, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior proposals, understandings, arrangements or agreements, whether oral or written, relating thereto.
- 17.4. Any amendment or modification of the Agreement shall be valid only if made in writing and signed by both Parties. Skyways may update these Conditions from time to time by publishing the updated version on its website. Such updated version shall apply to Purchase Orders placed after the date of publication.
- 17.5. Customer may not assign, transfer or encumber any of its rights or obligations under the Agreement without Skyways' prior written consent. Skyways may assign its rights and/or obligations under the Agreement, in whole or in part, to any affiliate or third party and may subcontract the performance of any Services,

provided that Skyways remains responsible for such subcontractors as for its own performance.

- 17.6. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.
- 17.7. The Agreement, including these Conditions and the Sales Quotation shall be governed by Danish law. However, the United Nations Convention on Contracts for the International Sale of Goods (as incorporated into Danish law) shall not apply.
- 17.8. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be resolved via mutual negotiation of the Parties. In case the negotiations fail to resolve the dispute, any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be exclusively submitted to the Courts of Denmark.