

## **General Terms and Conditions**

### Article 1: Definitions

The following definitions shall have the following meaning for all purpose of these General Terms and Conditions (hereinafter: the “Conditions”):

RAS: Rijnmond Air Services BV, a company incorporated under the laws of The Netherlands, having its registered office at Rotterdam Airport, Rotterdam Airportplein 54, 3045 AP Rotterdam, The Netherlands.

Services: Activities performed by RAS in the fields of maintenance, repair, inspections and modification of an aircraft, aircraft instruments, power plants and components; performance of technical or other ground handling services; providing technical know how and supplying and hiring out goods; all such activities in the widest sense of the word.

Customer: The individual or legal entity requesting RAS to perform Services.

Proposal: An offer or study, whether or not preliminary, prepared by RAS with regard to Services under consideration.

### Order Form/ Maintenance

Agreement: The RAS standard documents signed by the Customer, authorizing RAS to perform Services.

### Article 2: General

The Conditions shall exclusively apply to all Services performed by, Proposals made and Maintenance Agreements/Order Forms entered into by RAS, irrespective of where the request of the Customer is made or where the Services are performed and irrespective of what is mentioned in purchase orders, letters, general conditions and other documents issued by the Customer, unless otherwise expressly stated by RAS in the relevant Proposal, Order Form or Maintenance Agreement in writing. The Conditions shall also apply to any additional or subsequent agreements between RAS and the Customer.

### Article 3: Aviation Authority Requirements

The mandatory requirements or the regulations issued from time to time by the European Aviation Safety Agency (EASA), shall be considered an integral part of the Conditions to the extend applicable to the Services. The parties accept as a joint responsibility that the Order Form/Maintenance Agreement shall ensure consistency with all requirements and obligations in effect pursuant to the aforesaid regulations, including required procedures and routines.

### Article 4: Proposals/conclusion of agreement

Unless otherwise specifically indicated in the Proposal, Proposals of RAS shall be free of obligation. RAS may revoke any Proposals within 30 working days of receipt of acceptance. All Proposals can be revoked even if they contain a date by which they must be accepted.

RAS may charge to the Customer the costs related to the preparation of a Proposal made at the request of the Customer if no order results from such Proposal.

Any order for Services made by the Customer shall only be binding on RAS after it has been confirmed in writing by RAS or after parties have signed the Maintenance Agreement/Order Form. When RAS' behaviour towards the Customer indicates that the performance of the

Services is actually being taken in hand, this shall also have the force of Maintenance Agreement/Order Form.

Before carrying out Services, or at any time thereafter, RAS may require from the Customer that it will sign the Maintenance Agreement/Order form, a copy of which will be returned to the Customer signed for acceptance by RAS. The absence of such a Maintenance Agreement/Order Form, however, shall not relieve the Customer from its obligations under Conditions.

#### Article 5: Standard of performance/delivery

The Services shall be performed in accordance with RAS' normal standards and practices taking into consideration the requirements as mentioned in article 3 of the Conditions and the regulations issued by manufacturers. RAS will take into account the Customers special request as much as practicable.

RAS shall be entitled to subcontract any of the Services.

If the Customer is obligated to pay an advance payment or give other security or if the Customer is required to deliver information and/or materials required for implementation, the delivery period shall not commence until the advanced payment has been received in full by RAS or the information and/or materials have been made fully available. The Customer shall be responsible to ensure the timely and continuous availability, validity, completeness, reliability and accuracy of any and all documents, software or any other information in whatever form and goods, the Customer is reasonably required to provide for the due performance of the Services by RAS. Inspection by RAS of the items furnished by the Customer shall not relieve the Customer from its responsibility there under.

RAS will use its best efforts to perform Services within the agreed period of time. The delivery date being exceeded shall, however, shall not cause RAS to be in default or provide the Customer grounds to dissolve the Maintenance Agreement/Order Form, unless RAS fails to perform (part of the) Services within a reasonable period of time notified by the Customer in writing upon expiry of the agreed delivery date and the Customer cannot reasonably be expected to maintain (part of) the Maintenance Agreement/Order Form. RAS shall not assume any liability whatsoever in respect of the fact that the delivery period is exceeded.

Delivery and redelivery of goods, of which the Services relate, will take place at Rotterdam Airport, unless agreed upon otherwise.

All goods and/or Services provided shall be delivered ex-works at the facility of RAS or the facility designated by RAS, unless otherwise specified by RAS.

All goods and/or Services provided shall be accompanied by packing documents indicating the Customer's purchase order number, quantity shipped, part number (where applicable), key word and total value. Upon request RAS shall inform the Customer as soon as practicable about shipping arrangements made.

#### Article 6: Exclusivity

The Customer shall not allow third party to supply Services similar to those ordered from RAS, at the same location(s) and during the same period.

#### Article 7: Inspection by the Customer

The Customer and its authorised representative(s) is entitled to inspect the performance of the Services during the execution of the Services, under the condition that such inspection in no way interferes with RAS' activities.

Upon completion of the Services RAS will notify the Customer by means of a Certificate of Release, whereupon the Customer shall sign a Certificate of Acceptance within two (2) working days after issuance of such Certificate of Release, witnessing RAS' fulfillment of its obligations under the Maintenance Agreement/Order Form. RAS shall be deemed to have fulfilled all its obligations vis à vis the Customer upon expiry of the before mentioned two (2) working days, unless the Customer has filed with RAS any written justified rejection of the Services prior to such expiry. After signing the Certificate of Acceptance the Customer shall immediately take delivery of the goods to which the Services relate.

Before signing the Certificate of Acceptance the Customer shall carefully check the Services performed by RAS for any defects. The Customer will notify RAS of any detected defects in writing immediately. The Customer will perform a test flight in the event the careful check of the execution of the Services may require so. Unless otherwise specifically indicated in the Order Form/Maintenance Agreement, all costs in relation to the test flight will be born by the Customer. Failure to check the performed Services by RAS will deprive the Customer of its right to file any claim in respect of defects that could reasonably have been detected by close examination.

If the Customer fails to sign the Certificate of Acceptance within the period mentioned in paragraph 2 of this article and/or fails to take delivery of the goods within this period, RAS may charge to the Customer additional cost arising from or connected with such delay.

#### Article 8: Non disclosure

Neither RAS nor the Customer shall disclose any information or documentation furnished in relation to the Services to any third party without the prior written consent of the other party, unless and in as much as required by the competent authorities or the applicable law. No license under any patent, copy right or whatever other intellectual property or industrial property or industrial property right is granted or implied by RAS exchanging, conveying and/or applying any computer programming information, software or other information pursuant to and/or in connection with the Services.

#### Article 9: Charges

The Customer shall pay RAS for the Services performed either on the basis of RAS' applicable rates effective on the commencement date of performance of the Services or on the basis of special rates agreed upon between RAS and the Customer.

The Customer shall refund to RAS all costs and expenses made in connection with additional Services (to be) rendered or spare parts or other items (to be) supplied, not included in the Order Form/Maintenance Agreement or Proposal.

Charges for supplying goods are f.o.b. Rotterdam Airport, goods cleared from customs, unless otherwise indicated by RAS.

The rates referred to in paragraph 1 of this article are subject to change at thirty (30) days written notice to the Customer.

All taxes duties, fees imposed by any authority on the Services to be rendered by RAS or payments to be made by the Customer (with the exception of those imposed on net income by Dutch government) are for account of the Customer.

Article 10: Payment/Security

The Customer shall without any deductions pay within thirty (30) calendar days after the date of invoice according to the mode of payment to be indicated by RAS. RAS may require advance payments or security acceptable to RAS for all payments due.

Before carrying out Services, or at any time hereafter, the Customer shall at the first request of RAS provide for a bank guarantee, a deposit or some other security acceptable to RAS for all payments due by the Customer to RAS in relation to the Services.

RAS will have the right to require payment of, or a security acceptable to RAS for all sums due before RAS' delivery of the goods to which the Services relate. If payment or security, as the case may be, is not received within the period stated by RAS, RAS shall have the right of suspend delivery and/or all its (other) obligations under the Maintenance Agreement/Order Form or to dissolve the Maintenance Agreement/Order Form in whole or in part, without prejudice to its entitlement to compensation. RAS will not be responsible for or liable because of any delay resulting from executing the right as described in this paragraph.

All invoices of RAS shall be considered accepted and approved by Customer, unless written notice of the contrary is given to RAS with fifteen (15) calendar days after the date of invoice.

In the event of failure to make prompt payment, the Customer shall be in default through the mere fact of it exceeding the term of payment and shall immediately be liable for interest at the rate of twelve (12) percent per annum or at the statutory interest rate – whichever is higher – on the amount outstanding.

Payments will be made in the currency (currencies) in which RAS' applicable rate(s) are quoted to the Customer, unless otherwise indicated by RAS. Wherever practicable RAS may charge the Customer through the IATA Clearing House in accordance with its rules and regulations. Payment will be made by transfer at the expense of the Customer to bank accounts indicated by RAS.

All costs, both extra judicial and judicial (including the costs of legal assistance), incurred by RAS in enforcing its rights against the Customer, shall be for the account of the Customer.

The amount owed by the Customer to RAS under the Maintenance Agreement/Order Form shall be directly due in full in the event of:

Suspension of payments or liquidation of the Customer or application to this effect.

A decision by the Customer to partly or wholly discontinue or transfer its business,

The dissolution of the Customer's company,

Attachment served on the Customer,

The Customer failed to make prompt payments on more than two occasions.

Payments by or on behalf of the Customer subsequently settle the extra judicial costs due, the legal costs, the interest due and subsequently, in age order, the outstanding principles, regardless the statements made by the Customer to that effect.

Ownership of items supplied by RAS to the Customer shall remain vested at RAS until the Customer has paid all amounts due to RAS by virtue of or in connection with the Services. In the event of any failure to make payment in time, RAS shall be entitled to recover without authorization the goods belonging to it, wherever they may be located.

Settlement by the Customer against a counter claim shall only be permitted in so far as the counter claims is explicitly acknowledged by RAS or has been irrevocably established in law.

#### Article 11: Rented items

Any item rented out to the Customer shall be returned to RAS at Rotterdam Airport or at such other location as indicated by RAS, in good order and conditions, ordinary wear and tear excepted, on or before the agreed date.

If, for whatever reason including force majeure, an item is returned in a damaged condition, the Customer shall pay its replacement value (including acquisition costs) at the agreed date of return.

If, for whatever reason including force majeure, an item is returned in a damaged condition, the Customer shall at the discretion of RAS pay either (1) the difference between the value mentioned in paragraph 2 of this article and the value of such item in its damaged condition or (2) the costs of repair of such item or (3) the value mentioned in paragraph 2 above against delivery to the Customer of such item.

Rented items shall be returned at the expense of the Customer to the address indicated on the work order. The rental period will commence on the date of the relevant work order and will terminate on the date on which such rented items will have been received back in the RAS stores as stipulated on the work order. Expenses to be incurred by packing, transportation, custom clearance, inspection and overhaul, if applicable, of the rented item will be charged to the Customer.

The fact that the Customer is for whatever reason prevented from using the rented items, will not release it from its obligation to pay the rental fees.

Article 10 of the Conditions applies to all payments to be made by the Customer in relation to the rented items.

The Customer shall provide for the benefit of adequate insurances for the items rented out by RAS to the Customer, as of the moment of signing the Certificate of Acceptance as mentioned in article 7 of the Conditions. Paragraph 2, 3 and 4 of article 14 of the Conditions apply to the insurances provided for by the Customer for the items rented.

#### Article 12: Force majeure: cancellation of Services

Whole or partial non-fulfilment of RAS of its obligations under the Order Form/Maintenance Agreement or any Service rendered shall not be considered a defect attributed to RAS if it is a result of a circumstance outside the competence of RAS, that may or may not have been predictable, including but not limited to: war or similar situations, revolt, sabotage, boycott, strikes, occupations, blockades, shortage of raw material, machine damage, sickness on the part of RAS or its staff, shortcomings by subcontractors and/or carriers, government measures (including foreign governments) such as prohibitions on transport, import, export or

production, natural disasters, bad weather, lighting, fire, explosion, emission of dangerous substances or gases.

If, for whatever reason including force majeure, an aircraft, aircraft instruments, power plants, components or other objects of Services, are not made available to RAS on the date agreed, or if any ground handling Services ordered by the Customer are cancelled, the Customer will have to pay RAS for labour costs as from the, unless (1) RAS can use the manpower assigned to this work for other assignments or (2) the Customer has notified RAS at least forty eight hours before the schedule date of performance that such availability will either be delayed or cancelled or that such order will be cancelled.

#### Article 13: Liability

Neither RAS nor its employees, agents or subcontractors, shall be liable towards the Customer for any damage, loss, debts or bodily injury whatsoever sustained by, or claims filed against, the Customer in connection with or arising from the Services or any tools, spare parts or other items rented out to the customer and the Customer shall waive any rights of recourse and shall indemnify and hold RAS harmless against any claim whatsoever filed by third parties and against any liability imposed by law in connections with or arising from the Services or the items rented to the Customer, and shall assume all costs incident thereto except in cas of wilful misconduct of RAS.

Neither RAS nor its employees, agents of subcontractors shall be liable towards the Customer for any piece of advice given in relation to the Services.

The Customer shall hold RAS free and harmless from all liabilities and expenses arising from any patent infringement in connection with the sale and/or delivery of goods ordered by the Customer.

#### Article 14: Insurances

All aircraft, equipment, parts and other items which are the object of Services and/or which pursuant thereto are in RAS' custody or control will not be insured by RAS and shall remain entirely at the risk of the Customer who shall ensure that all such property is fully insured against loss or damage and against third party liability risks.

The Customer shall provide for the benefit of all insurances, including but not limited to All Risks Aircraft Hull Insurance, All Risks Spares Insurance and Comprehensive Third Party Liability Insurance, providing coverage for such risks as are customary insured against in the aviation insurance markets (including war and allied perils to the fullest extent customarily available), on such conditions and in such manner as provides adequate coverage for all the risks of the business of the Customer and at all times as shall be reasonably satisfactory to RAS. All such insurances will provide that (1) RAS, its agents, directors, officers, employees and subcontractors are named as additional insured in such policies as their interests may appear and that liability insurances shall be primary and without right of contribution and shall contain severability of interest provisions and that (2) insurers waive all rights of subrogation against RAS, its agents, directors, officers, employees and subcontractors.

Insurance in relation to property damage to any Rented Items or other parts or equipment supplied by RAS prior to full payment of invoices shall name RAS as sole loss payee in the event of loss of or damage to such property.

The Customer shall furnish certificates of insurance evidencing the requirements as mentioned under paragraph 2 and 3 above and providing for at least thirty (30) days prior written notice by insurers to RAS in the event of any cancellation or modification thereof.

#### Article 15: Warranty

If any deficiency appears in any work performed by RAS or any part supplied by RAS of its own manufacture proves defective, RAS warrants to adjust such work or to replace the part concerned by a fully serviceable part at no cost to the Customer, provided:

The warranted item has been used under normal conditions and/or intended use and has not been subject to misuse, neglect, accident and/or ingestion of foreign materials and has not been repaired or altered by any one other than RAS;

The defect in the work performance or in the parts supplied has reasonably been proved to have occurred within three (3) months or four hundred (400) flying hours, whichever comes first, unless otherwise agreed between parties;

The Customer files its claim promptly in writing on establishing the defect in question making notice of the nature and ground of the claims; and

The defective item, without any risk or expense to RAS, is delivered to RAS' technical facilities at Rotterdam Airport, The Netherlands unless both parties agree in each individual case to another location for the performance of the work.

The warranty provided in the first paragraph of this article is in lieu of, and the Customer waives all other warranties, expressed or implied, arising by law or otherwise in connection with the Services. It is specifically understood that RAS carries no warranty whatsoever on any materials or spare parts not manufactured by RAS.

Defects in Services shall not provide grounds for dissolving the Agreement Maintenance/Order Form, unless RAS, after repeated attempts, fails to resolve the defects in an acceptable manner while the Customer cannot in all reasonableness be expected to maintain the Agreement Maintenance/Order Form.

#### Article 16: Shipping and insurance

If expressly requested by the Customer in writing, RAS will arrange at Customer's costs shipping and insurance of ordered goods according to RAS' procedures, provided that RAS shall not be liable if such request is not or wrongly complied with by any reason whatsoever.

#### Article 17: Applicable law

The Conditions and any activity performed there under shall be governed by the laws of The Netherlands. Any dispute which may arise shall be submitted to the competent court at Amsterdam, unless RAS prefers or agrees to either submission to another court or to arbitration.

#### Article 18: Headings

Headings are only inserted for the purpose of easy reference and shall in no way effect the interpretations of these conditions.

Rotterdam, 27<sup>th</sup> January 2010