

1 Scope

- 1.1 These general terms and conditions shall apply to every contract of sale, supply repair service etc. unless otherwise expressly stipulated in writing. The buyer's own terms of purchase, sale or delivery, if any, shall only apply to the extent that Leki has expressly accepted them in writing for the specific contract.
- 1.2 In these general terms and conditions "Leki" means the company within the Leki Group of companies, which confirms the order of the Buyer according to Article 2.3.
- 1.3 Data in Leki's product information, price lists, catalogues, etc., are binding only to the extent that they are expressly included in the contract by reference.

2 Quotations – confirmation of orders

- 2.1 Leki may revoke quotations that have not expressly been made binding for a specified period until Leki has received an unqualified acceptance from the customer.
- 2.2 In the absence of statements to the contrary, a quotation shall be deemed to have lapsed thirty (30) days after the date of such quotation.
- 2.3 Any agreement on delivery shall only be binding to Leki when the Buyer has received the written order acknowledgement of Leki and only on the conditions contained therein.
- 2.4 Leki shall not be liable for any claims, losses or damages of any nature whatsoever, including consequential losses, loss of production, loss of profits or other indirect losses which the Buyer may suffer as a result of any failure, delay or partial imperfect performance in connection with messages, including quotations and/or order confirmations exchanged via fax machine or any means of electronic communication.

3 Licenses, approvals and export/re-export

- 3.1 Leki shall not be responsible for obtaining import and export licenses or official approval of the goods.
- 3.2 In the absence of written agreement to the contrary, the Buyer shall:
 - 3.2.1 Obtain such import licenses, etc., at his own expense as are required for the import or approval in the import of the goods in the recipient country
 - 3.2.2 Bear and defray all costs payable in connection with the entry of the goods into the recipient country and transit, where applicable, through other countries.
 - 3.2.2.1 No parts of US origin sold by Leki Aviation A/S may be exported or re-exported to a country not complying with U.S. export laws.

4 Prices

- 4.1 Leki reserves the right to adjust its prices commensurate with the rise or fall in Leki's purchase prices or changes in the rate of exchange occurring from the time of quotation until the time of delivery. Except in the case of written agreement to the contrary, Leki's prices are quoted Ex Works (Leki's warehouse) in accordance with the Incoterms 2010 in force at the time of the formation of the contract. Freight, insurance and dangerous goods materials and packing costs shall be borne by the Buyer.
- 4.2 Leki Order & Line minimum: Order min. USD/Euro 250.00 and with a line min. of USD/Euro 100.00
- 4.3 The goods are supplied in standard packing free of charge. Cost of special packaging required by the Buyer will be charged to the Buyer. HAZ MAT DOCUMENT fee is USD/Euro 175.00 for each box packed according to DG's specifications for HAZ MAT packing. If other special packing/boxes etc. is required, Leki reserves the right to pass on these costs.
- 4.4 AOG / Same day shipment will be subject to an AOG fee of minimum USD/Euro 500.00.
- 4.5 For AOG HAZ MAT orders placed on normal weekdays, Leki shall charge an additional AOG HAZ MAT fee of USD/Euro 500.00.
- 4.6 Shipment of HAZ MAT after normal business hours, during weekend and public holidays, is on request, since this requires certified staff to prepare these shipments.

5 Payment

- 5.1 In the absence of agreement to the contrary, payment shall be made within thirty (30) days of the date of invoice.
- 5.2 Payment must be remitted by wire or bank transfer to the bank acct. stated on the sales invoice. All charges deriving from the transfer are to be fully paid for by the remitter. Leki reserves the right to charge back any third-party fees to the remitter.
- 5.3 In the event that the Buyer fails to effect payment punctually, penalty interest at the rate of 1.5% per month shall be charged from the due date.
- 5.4 The goods shall remain the property of Leki until paid for in full.

6 Delivery – passing of risk

- 6.1 Except in the case of written agreement to the contrary, delivery shall be considered to be Ex Works (Leki's warehouse) in accordance with the Incoterms 2010 in force at the time of the formation of the contract. The Buyer is responsible for insurance and the liability for loss or damage to the products during the shipping process.

- 6.2 If delay in delivery is caused by circumstances which under Article 14.1 shall be considered a case of relief or by any act or omission on the part of the Buyer, the time of delivery shall be extended having regard to the circumstances in the case. The time of delivery shall be extended even if the cause for the delay occurs after the originally agreed time of delivery.
- 6.3 Leki shall be entitled to deliver the goods in one or more consignments.
- 6.4 If the Buyer has not informed Leki of any specific means of transportation, Leki may, at its sole discretion and at the expense and risk of the Buyer, choose the means of transportation.
- 6.5 If the Buyer fails to accept delivery on the agreed date, he shall nevertheless make any payment, which is dependent on delivery as if the goods in question had been delivered. Leki shall arrange storage at the Buyer's risk and expense. Leki shall, if required by the Buyer in writing, insure the goods at the expense of the Buyer provided always that the Buyer pays the insurance premium in advance.
- 6.6 Leki will advise the Buyer or Buyer appointed representative of any material ready for collection. Notification will be done either via email or on representatives' on-line platform, whichever has been agreed in advance. If collection is not done within 2 business days after notification has been sent to Buyer or Buyer's representative, Leki may charge the Buyer for storage at a rate of 0.5% of invoice value or a minimum of USD/Euro 250.00, whichever amount is greater. Charge will be calculated as a weekly storage charge and pro rata for any period less than a week. Invoice for storage will be payable in full by Buyer.

7 Cancellation

- 7.1 A concluded purchase contract can be cancelled only with the prior written consent of Leki.
- 7.2 Special goods, i.e. made to order parts or non-stock parts, cannot be cancelled.
- 7.3 In the event that, by way of exception, Leki may accept a cancellation, the Buyer shall compensate Leki for all special costs connected with the cancelled purchase, plus a cancellation fee to be confirmed by Leki. This cancellation fee may vary, but shall be a minimum of USD/Euro 500.00 or 15% of line item value, whichever is greatest.

8 Return of goods

- 8.1 Return of already delivered goods shall only be made with the prior written consent of Leki.
- 8.2 Approved returns will be subjected to a restocking charge in force and stated by Leki at the time of the return approval. Leki reserves the right to charge a restocking fee which may vary, but shall minimum be USD/Euro 500.00 unless otherwise advised.
- 8.3 Any return of goods shall be for the account and at the risk of the Buyer.

- 8.4 Goods returned will be credited the original invoiced amount with deduction of the restocking charge and any special costs borne by Leki in relation to the returned goods

9 Customer's position

- 9.1 Leki shall be entitled to delay or cancel agreed deliveries in the event that the Buyer exceeds the time of payment in relation to any contract between the Parties, suspends payment, goes bankrupt, enters into liquidation or, through other acts or omissions, gives justified cause for concern as to his liquidity.

10 Approvals of goods, examination, notice, etc.

- 10.1 Complaints about any noticeable lack of conformity shall be registered without undue delay and not later than two (2) weeks after receipt.
- 10.2 Upon delivery the Buyer is obliged to carry out a thorough examination of the goods supplied. Defects, which should or could reasonably have been detected during such examination, shall not entitle the Buyer to advance a claim against Leki.
- 10.3 The Buyer loses the right to make any claim in respect of defects in the goods supplied if he does not give written notice to Leki specifying the nature of the defect immediately after he has discovered it or should have discovered it.
- 10.3.1 Defects in goods supplied shall not entitle the Buyer to cancel the contract wholly or in part, always provided that Leki sends goods in replacement of the defective goods or repairs the defective part or refunds an amount, equal to the amount paid for the part, within a reasonable period of time.

11 Warranties, Remedies Limitations.

Coverage and warranty period.

Leki Aviation warrants that, at the time of delivery, rotatables, repairable and exchange Part, as applicable, will be free from defects in material and workmanship for a period of.

Factory New: 12 Month after delivery. Overhauled: 6 Month after delivery.

Repaired/Serviceable: 3 Month after delivery.

Unless otherwise specified / agreed upon.

11.1 Claims.

The claimed defect must be discovered by Customer within the applicable warranty period, and Leki Aviation must receive written notice of such defect at the earliest practicable time

after discovery of the defect by Customer, but in no event later than 30 days after expiration of the applicable warranty period. Such claim must include reasonable evidence that the claimed defect is covered by one of the above warranties and, if requested by Leki Aviation, that such defect did not result from: (i) conditions resulting from normal wear and tear; (ii) conditions resulting from acts or omissions of Customer, and (iii) conditions resulting from failure to properly service and maintain the Part.

11.2 Remedy.

Customer's remedy for a defect in material and workmanship in the Part is repair or replacement, at Leki's option, of the defective Part. If a replacement Part is provided, such replacement will be interchangeable with the replaced part and be free from defect. Leki's liability and Customer's remedy under this Article are conditioned upon the return, as soon as practicable, of the defective Part, with all shipping charges prepaid, to Leki's location, from which such part was previously delivered to Customer, or other mutually agreeable location. Upon confirmation of the defect, Leki will reimburse Customer's reasonable incoming shipping charges. Return of the repaired or replacement Part will be at Leki's expense.

11.3 Disclaimer of Warranties and Exclusion of Liabilities.

DISCLAIMER OF WARRANTIES AND RELEASE. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF LEKI AND THE REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, INDEMNITIES, OBLIGATIONS AND LIABILITIES OF LEKI, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST LEKI, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS, OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT, ANY INDEMNITY AGAINST ACTUAL OR ALLEGED INFRINGEMENT OR THE LIKE, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LEKI; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT OR PART.

EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. LEKI WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LEKI) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS, OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT OR, ANY INDEMNITY AGAINST ACTUAL OR ALLEGED INFRINGEMENT OR THE LIKE.

For the purpose of this Section, "LEKI" is defined as Leki Aviation, its divisions, subsidiaries and affiliates, the assignees of each, and their respective directors, officers, employees and agents.

11.4 Excusable delay.

Leki will not be liable for any delay in performance of this Agreement caused by: (i) acts of God; (ii) war or armed hostilities; (iii) government acts or priorities; (iv) fires, floods, or earthquakes; (v) strikes or labour troubles causing cessation, slowdown or interruption of work; (vi) delivery to anyone pursuant to an Aircraft on Ground (AOG) or critical request affecting any aspect of Leki's performance identified to an order; (vii)

inability, after due and timely diligence, to procure materials, systems, accessories, equipment, or parts; or

(viii) any other cause to the extent such cause is beyond Leki's control and not occasioned by Leki's fault or negligence. A delay resulting from any such cause is defined as an Excusable Delay.

12 Product liability

- 12.1 Leki shall not be liable for personal injury only where it can be proved that such injury is caused by errors or negligence attributable to Leki.
- 12.2 Leki shall not be liable for damage to real or personal property occurring whilst the goods are in the Buyer's possession, nor shall Leki be liable for damage to products manufactured or repaired by the Buyer or to the products of which these form part.
- 12.3 Leki shall not be liable for consequential losses, loss of production, loss of profits, or other indirect losses.
- 12.4 To the extent that product liability towards a third party shall be imposed on Leki, the Buyer shall hold Leki harmless and indemnified to the same extent that Leki's liability is limited according to Articles 12.1, 12.2 and 12.3.
- 12.5 In the event that third party raises a claim for damages under this Article against one of the parties hereto, the relevant party shall immediately notify the other party.

13 Goods for repair

- 13.1 Goods belonging to the Buyer and sent to Leki for repair, etc., shall be subjected to the Buyer's own risk and shall not be covered by Leki's insurance policies.

14 Grounds for relief (force majeure)

- 14.1 The following circumstances shall be considered grounds for relief if they impede the performance of the contract or make the performance unreasonable onerous: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, defects or delays in deliveries by sub-suppliers and service providers.
- 14.2 The party wishing to claim relief shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If grounds for relief prevent the Buyer from fulfilling his obligations, he shall compensate Leki for expenses incurred in storing, securing and protecting the goods.
- 14.3 Notwithstanding other provisions of these general terms and conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is delayed more than six (6) months by reason of any grounds for relief as described in Article 14.1

15 Choice of law and venue

- 15.1 Any dispute controversy, disagreement or claim arising out of or under the contract or the termination, breach or invalidity thereof shall be settled by the competent court of the place where Leki has its registered place of business and shall be governed and interpreted under the law in force at the registered office of Leki.

Leki Aviation Group of Companies

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