

Middle East – Terms and Conditions with Customers

1. Unless the context otherwise requires, the following terms shall have the meanings respectively ascribed to them.

"Agreement" shall mean the agreement governing Jet Aviation's provision of the Services and/or supply, sale and/or fitting of the Parts to/for the Customer, being these terms and conditions unless the parties have agreed in writing to supplement such terms and conditions by others.

"Authorised Officer" shall mean any director, secretary or position within Jet Aviation whose title includes the word "general manager" or "vice-president" or any person approved of by the board of directors of Jet Aviation to act as an authorised officer and identified as such to the customer;

"Equipment" shall mean any aircraft, part or component thereof, furnished by or on behalf of the Customer and upon which or in relation to which services are or are not to be performed by Jet Aviation.

"Customer" shall mean the customer named overleaf or referred to in other relevant documents and shall, unless the context otherwise requires, include its employees and agents.

"Jet Aviation" shall mean **as applicable, Jet Aviation Airservices Limited, RBI Hawker Limited, or as applicable a related body corporate of either** (defined in this Agreement as a subsidiary or a holding company of Jet Aviation Airservices Limited or RBI Hawker Limited, or being a subsidiary of a holding company of Jet Aviation Airservices Limited or RBI Hawker Limited) and shall unless the context otherwise requires, include its employees, agents, independent contractors and sub-contractors.

"Services" shall mean work performed by Jet Aviation on, or in relation to, the Equipment and shall include, but not be limited to the work authorised and such other unforeseen and additional work as Jet Aviation may in its discretion consider necessary to render the equipment airworthy and / or serviceable, and all transport, freight, storage, hangarage, inspections, modifications and testing ancillary thereto.

"Parts" shall mean all parts and / or components whether new or overhauled supplied by Jet Aviation and fitted to the Equipment in performing the Services or the subject of any contract of sale by Jet Aviation.

In these terms and conditions unless the context otherwise requires: (i) words importing the singular include the plural and vice versa; (ii) words importing gender include all other genders; (iii) words importing persons include all bodies and associates, corporate or unincorporated, and vice versa; (iv) references to any party include that party's executors, administrators, substitutes, successors and permitted assigns; and (v) references to days are to calendar days.

2. Jet Aviation is hereby authorised and instructed to perform the Services and/or to supply and fit the Parts or to sell the Parts and the Customer hereby agrees to pay, without deduction, Jet Aviation's charges at that time and in that manner as Jet Aviation may require. The Customer must notify Jet Aviation in writing immediately of any error on an invoice. Where credit arrangements have been agreed by Jet Aviation in writing, payment shall be made by the Customer within 30 days of the date of Jet Aviation's invoice unless otherwise agreed in writing by Jet Aviation. The Customer agrees that, and notwithstanding any provision in any subject agreement/s providing to the contrary, in the event that he shall fail to make payment as aforesaid or where payment is overdue, Jet Aviation shall be entitled to

- a) charge a late payment fee on any overdue amount from the date when due until the date payment is received, at a rate of 1.33% per month;
- b) stop supply immediately both under the Agreement and/or any other agreement with the Customer:
 - (i) without being in breach of any such agreement/s and where applicable, the Customer releases Jet Aviation from any obligation to pay liquidated damages and/or milestone penalties that would otherwise apply;
 - (ii) without prejudice to any accrued rights and remedies of Jet Aviation under any of the agreement/s; and
 - (iii) payment will become immediately due to Jet Aviation for all good and services supplied under any agreement with the Customer, with sub-clause (a) to apply if payment is not immediately received.
- c) sell or concur in selling all or any interest in the Equipment by public auction, private treaty or tender, for cash or on credit, in one lot or in parts, with or without special conditions as to title or the time and the mode of payment of purchase money, or on such terms as Jet Aviation in its absolute discretion thinks fit. All monies received by Jet Aviation as a result of the exercise of its rights under this provision may be applied in the following order: (i) in payment of all costs, charges, expenses and disbursements incurred in or incidental to the exercise or attempted exercise of Jet Aviation's rights under this provision; (ii) payment of monies owing to Jet Aviation, and (iii) the surplus (if any) shall belong to the Customer but does not carry interest.

For the avoidance of doubt, if any part of the monies due to Jet Aviation remains outstanding after applying the proceeds of any sale of the Equipment in accordance with this sub-clause, Jet Aviation may take further action against the Customer as Jet Aviation deems necessary to procure the payment of such part of monies owing to Jet Aviation.

The parties agree that where a written and signed variation of any such agreement so referred here is necessary for that set out in this clause 2 to take effect, then either this clause 2 constitutes such variation or the parties agree to waive such requirement

3. The Customer warrants to Jet Aviation that, if the Customer is not the owner of the Equipment, he has the approval and consent of the owner as its agent to authorise both the performance of the Services and the supply and fitting of the Parts and compliance with these terms and conditions, and agrees to accept liability for payment of the Services supplied hereunder.
4. Jet Aviation shall use its reasonable commercial endeavours to effect deliveries of Parts and to complete the Services and, notwithstanding any estimate of time, shall not be responsible for delays due to causes beyond its reasonable control, or for any consequential loss or damage to the Customer resulting therefrom. Without prejudice to the generality of the foregoing and for the avoidance of any doubt time shall not be of the essence under the terms of any agreement between Jet Aviation and the Customer for the provision of Parts or Services to the Customer unless otherwise specifically agreed in writing by an Authorised Officer of Jet Aviation.
5. (a) Where any price of the Parts is based upon trade-in of run-out units, such price is contingent upon run-out units being in normal run-out condition.

 (b) Title to any run-out units traded-in shall pass to Jet Aviation forthwith upon replacement with new or overhauled units.

- (c) Any parts or components replaced by Jet Aviation in the course of performing the Services and/or fitting of the Parts will be returned to the Customer only if specifically requested by the Customer in writing within 21 days of the date of first instruction to Jet Aviation to provide the Services and/or fitting the Parts. In the event that no such request is made, title to any such parts or components shall pass to Jet Aviation upon fitting replacement parts or components to the Equipment.
6. Jet Aviation is hereby authorised for any purpose incidental to the performance of the Services:-
 - (a) to test, taxi or fly the Equipment; and
 - (b) on such terms as to cost as the Customer and Jet Aviation may agree to transport or fly the Equipment to another hangar or facility.
 7. The Customer agrees that, in the event that the Equipment is not collected following notification by Jet Aviation to the Customer at the Customer's address, that the Services have been completed, Jet Aviation may charge reasonable hangarage or storage charges in respect thereof from the date of such notification until collection. Jet Aviation reserves the right to terminate any storage or hangarage arrangement upon the giving of seven (7) days notice to the Customer.
 8. Any quotation by Jet Aviation shall be in writing and:
 - (a) shall relate only to the work and or the supply of parts and components specifically itemised in the quotation ;
 - (b) may be accepted by the Customer within one month from the date of quotation by duly completing and returning the appropriate authorisation to Jet Aviation 's facility issuing the quotation;
 - (c) in respect of Services, shall be subject to the Customer delivering the Equipment within two months from the date of quotation to Jet Aviation 's facility issuing the quotation or such other facility as Jet Aviation may in writing agree ;
 - (d) in respect of Services, shall unless Jet Aviation otherwise agrees in writing be subject to Jet Aviation completing the work and supplying the parts and components itemised in the quotation within three months from the date of quotation and in the event that the work and or supply of parts and components itemised in the quotation shall take more than three months from the date of the quotation for any reason beyond Jet Aviation's reasonable control, Jet Aviation shall be entitled to charge the Customer for any increases in Jet Aviation's labour rates for work carried out and prices for parts and components supplied after that period;
 - (e) is based upon [i] current rates of pay and conditions of employment at Jet Aviation's facilities ; [ii] prevailing prices of raw materials and sub-contracted parts and services ; [iii] suppliers' prevailing prices for Parts not manufactured by Jet Aviation and [iv] the present ruling rates of overseas exchange, current freight and insurance charges and the present methods of the Customs Department in calculating and ascertaining the rate of duty and primage or any other government tax on imported goods. In the event of any change to any of these bases for pricing after provision of the quotation by Jet Aviation or acceptance by the Customer, Jet Aviation reserves the right to adjust the price, acting reasonably, to take into account such change/s and such new pricing to apply immediately following notification in writing by Jet Aviation to the Customer; and
 - (f) unless otherwise expressly stated, any goods and services tax (GST) or any other tax or impost which may be levied or in any way arising out of Jet Aviation's provision of the Services and/or supply, sale and/or fitting of the Parts to/for the Customer shall be borne by the Customer, excluding taxes specifically and solely levied on Jet Aviation's earnings and revenue.
 9. Subject to clause 10, the Customer agrees to indemnify, and to keep indemnified, Jet Aviation against any action, claim, proceeding, demand, damages, cost, expense liability or loss (including

but not limited to costs on a solicitor/client basis and any indirect/consequential and such loss arising in any manner), which Jet Aviation may suffer or incur arising out of or connected with the Agreement between the parties, the Services, Equipment and/or Part.

10. Except for damage to, or loss of, the Equipment occasioned by the willful misconduct or gross negligence of Jet Aviation and with reckless disregard of the known consequences, the Equipment shall at all times, while in the care, custody or control of Jet Aviation, be at the risk of the Customer.
11. To the extent permitted by law, all conditions, warranties and undertakings, express or implied, statutory or otherwise, are expressly excluded and the liability of Jet Aviation relating to and/or arising from the provision of the Services and/or supply, sale and/or fitting of the Parts to/for the Customer, whether arising in or claimed on the basis of negligence or any other tort whatsoever, breach of contract, breach of a condition, warranty or undertaking or otherwise, is limited to:
 - (a) in the case of goods, any one or more of the following:
 - (i). the replacement of the goods or the supply of equivalent goods;
 - (ii). the repair of the goods;
 - (iii). the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv). the payment of the cost of having the goods repaired; or
 - (b) in the case of services-
 - (i). the supplying of the services again; or
 - (ii). the payment of the cost of having the services supplied again,

Insofar as their exclusion or limitation may have survived the previous provisions of this clause 11, for the avoidance of doubt and without prejudice to the generality of the foregoing, Jet Aviation shall have no liability whatsoever to the Customer for or in respect of any indirect, consequential, economic or incidental losses or damages of any kind or nature (arising directly or indirectly, whether past, present or future, whether or not foreseeable at the date the parties agreed for the Services to be performed and/or the supply and/or fitting of the Parts, and whether or not arising out of the negligence of Jet Aviation or its breach of contract, bailment, negligence or the commission of any other tort by Jet Aviation) including but not limited to loss of profits (real or expected), loss of trade and business interruption, whether arising directly or indirectly out of the performance by Jet Aviation of the Services, the supply and/or fitting of any Part hereunder or the breach of the Agreement.
12. Ownership of and title in exchange items and/or Parts will not pass to the customer until full payment of all invoices, plus any supplementary charges (i) corresponding to such exchange items and/or Parts, and (ii) any other invoices due and payable by the Customer under any other agreement between the parties, is made; the Customer being liable for loss or damage, in transit, or during period of use. In the event of failure to pay by due date Jet Aviation will be entitled to repossess the said parts, the Customer being further liable for any additional costs incurred in removing and recovering the parts.
13. The Customer shall inspect and examine the Equipment or Parts on delivery and subject to the rights and remedies herein no claim shall be recognised unless received by Jet Aviation in writing, within fourteen (14) days of the date of delivery of or date of invoice corresponding to the Equipment or Parts, whichever is earlier. Such claim notification shall be accompanied by the evidence that proves Jet Aviation's faulty workmanship. The Customer shall at all times follow Jet Aviation's instructions and procedures in respect of the disposition and return of any parts or Equipment the subject of any claim hereunder.

14. All costs of cartage, freight and insurance of Parts and Equipment from Jet Aviation's facilities and premises including the charges of Jet Aviation, shall unless otherwise agreed be for the account of and payable by the Customer.
15. All Parts and Equipment shall be available for collection by the Customer at Jet Aviation 's designated facility. Jet Aviation shall not be liable for any loss, damage, or non-receipt of Parts or Equipment after such Parts or Equipment leave Jet Aviation's facility whether or not they are delivered by Jet Aviation, its agents or employees.
16. The Customer assumes responsibility for all transport charges in respect of the disposition and return of any Parts or Equipment the subject of any claim hereunder and the supply by Jet Aviation of any substitute parts.
17. Any intellectual property rights in, or relating to, the services of the Parts remain in or vest upon its creation, as applicable, in Jet Aviation (or where relevant, third parties) unless otherwise agreed in writing by an Authorised Officer of Jet Aviation. For the avoidance of doubt, this clause 17 does not derogate from any existing intellectual property right the Customer may have prior to the commencement of the Services.
18. No variation of these terms and conditions shall be valid unless specifically agreed in writing by an Authorised Officer Jet Aviation, but Jet Aviation reserves the right to review and amend these terms and conditions at any time in its discretion. In the event of any conflict between these terms and conditions and any terms or conditions set forth in any purchase order from the Customer or any other document that purports to govern Jet Aviation's provision of the Services and/or the supply, sale and/or fitting of the Parts to/for the Customer, these terms and conditions shall prevail, and any provision in such purchase order or document that claims that the Customer's terms and conditions shall prevail shall be treated and construed as void and of no effect.
19. These terms and conditions and override any earlier set of terms and conditions issued by Jet Aviation, and shall continue to have full force and effect notwithstanding any breach thereof by either party. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by these terms and conditions. If any provision of these terms and conditions or its application to any person or circumstances is void or voidable by either party, illegal or unenforceable, the provision shall be read down to the extent that it is no longer void or voidable, illegal or unenforceable. Where such provision cannot be read down, that fact shall not affect any other provision of these terms and conditions which shall be construed as if the void or voidable, invalid or unenforceable provision was omitted.
20. Failure by Jet Aviation in any circumstances whatsoever to compel performance of any term or condition set out here does not constitute a waiver of that term of condition in the absence of an express and specific statement in writing by an Authorised Officer of Jet Aviation that Jet Aviation has waived the said performance and does not impair the right of Jet Aviation to enforce it at a later time or to pursue remedies that it may have for any subsequent breach of that term of condition.
21. Save as otherwise herein provided, these terms and conditions shall be construed in accordance with the laws of the United Arab Emirates and the courts of the United Arab Emirates shall have exclusive jurisdiction.
22. Any notice required to be given to the Customer shall be delivered to the Customer, at or forwarded by pre-paid post or facsimile to the Customer's address and any such notice shall be deemed to

have been given when, in the ordinary course of transmission, it would have been received by the Customer.

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