

## General Terms of Maintenance and Repair

### 1. Area of application

- 1.1 The General Terms of Maintenance and Repair set out hereinafter (“Terms”) shall apply, unless otherwise agreed in writing, to all work performed upon aircraft or equipment or parts delivered thereof which Jet Aviation shall carry out itself or delegate/subcontract to third parties. Jet Aviation will not recognize differing terms and conditions of the Customer unless Jet Aviation has explicitly consented to their applicability in writing. The present Terms shall apply also to any future business relations with the Customer even if they are not explicitly reiterated.
- 1.2 Terms unless it is the mutual intent of the parties as stated in writing to so modify or add to these Terms in respect to a specific Quotation. In the event of a conflict between the provisions of these Terms and the terms and conditions of a Quotation, the Quotation shall control.
- 1.3 Each individual Jet Aviation maintenance facility shall be deemed to be a separate, independent unit under the present Terms. Commitments entered into by a Jet Aviation facility shall be valid only with respect to the relevant facility and shall not be attributable to any other facility of Jet Aviation Group of Companies. Each Jet Aviation facility shall be individually liable for damages arising out of or related to its orders, transactions or actions. Each Jet Aviation facility shall not be jointly and severally liable for damages arising out of or related to orders, transactions or actions by another Jet Aviation facility.

### 2. Quotations

- 2.1 Quotations are binding only when countersigned by Jet Aviation during the validity period mentioned in the respective quotations (“Quotations”).
- 2.2 Together with a Quotation, these Terms shall constitute the agreement of the parties (“Agreement”).

### 3. Scope of order

- 3.1 Each order authorizes Jet Aviation without additional approval by the Customer to carry out or cause to be carried out all such work as shall be necessary for testing the object to which the order refers, with the exception of test flights.
- 3.2 Any test flights (if required) shall be conducted by the authorized customer crew and/or their appointed representatives. Any and all expenses related to flight testing (fuel, landing – over flight fee, pre-flights checks, etc) shall be paid by the Customer.
- 3.3 Unless specifically agreed, the work scope does not include any update of the aircraft related documentation (e.g. IPC, MM, handbooks etc.).
- 3.4 Work to rectify any defects reasonably required to allow for issuance of a Certificate of Release to Service will be carried out according to Jet Aviation Quality Assurance Procedures.
- 3.5 Jet Aviation shall be authorized to delegate/subcontract any work ordered by a Customer to an approved and authorized third party organization without previously notifying the Customer or obtaining specific consent of the same.
- 3.6 Unless specifically otherwise agreed, all equipment and furnishings removed and not reinstalled in accordance with the specification shall become the property of Jet Aviation.

### 4. Ancillary services

- 4.1 Customer representative(s) staying at a Jet Aviation facility during any portion of a maintenance input downtime can be supported by Jet Aviation at the respective Jet Aviation facility with ancillary services which are in direct connection to that maintenance input including accommodation and lodging, ground and air transport, telecommunication and other similar support services available in the course of reasonable customer care activities. In case of medical emergency situation also health care support for the Customer representative directly can be arranged for. The Customer hereby represents that its representative(s) is/are entitled to order such ancillary services on the Customer’s behalf. Such orders need to be in written form and be signed by the Customer representative. Cost for such ancillary services will then be paid directly to the provider by Jet Aviation and charged back to the Customer as separate line items in the invoice for the respective maintenance input.

## 5. Prices

- 5.1 Prices are quoted for a standard aircraft, in average aircraft condition without consideration or research of aircraft history. Prices do not include additional work that may be required due to configuration of the aircraft, non-availability of documentation and drawings, discrepancies, corrosion and defects found during the performance of the work. If no fixed price is agreed upon, Jet Aviation shall apply the prices it charges at the time of performance for the type of work involved.
- 5.2 Subcontractor and spare parts price increases, foreign exchange rate fluctuations, and increases of customs charges, taxes or other dues augmenting Jet Aviation's cost price shall be borne by the Customer if they occur after the confirmation of order.
- Prices exclude all taxes, duties and transaction specific governmental charges, and Customer shall pay, indemnify and hold harmless Jet Aviation with respect thereto, except for those taxes imposed on Jet Aviation directly by the government of the registered location of the contracting Jet Aviation facility that are measured by Jet Aviation's net income, capital or net worth.
- The parties shall collaborate for the compliance with any tax laws and regulations, and provide each other with any certificate, document and assistance that the other party can reasonably request to comply with worldwide tax laws and regulations.
- 5.3 Any payments due by the Customer to Jet Aviation are subject to VAT or GST if provided so by the applicable legislation. The Customer will pay this VAT or GST to Jet Aviation in addition and at the same time to those other payments due by the Customer to Jet Aviation under this and separate arrangements.
- Jet Aviation is further allowed to request additional information required for purposes of defining the correct VAT or GST treatment of its services to the Customer in accordance with the applicable VAT or GST legislation. Such additional information may contain, but not be limited to, status of the flight, aircraft and / or passenger (e.g. commercial, business or private use, foreign aviation registration numbers, AOC or similar certificates, international or domestic transport).
- 5.4 If the Customer purchases components required for maintenance work by Jet Aviation directly and delivers these parts for installation, Jet Aviation is entitled to charge for handling plus applicable taxes, custom and import charges. The amount of such charge for handling shall be established as per the then current price list of Jet Aviation. Any Customer Furnished Material shall meet all requirements of Jet Aviation's Part-145 MOE or equivalent and associated company procedures and be accompanied by original certificates. Jet Aviation may order components required for maintenance work on behalf of the Customer through Customer's OEM Spare Parts Program and charges shall be invoiced (including applicable taxes) to OEM or the Customer as per the program rules, and in case of doubt to the Customer.
- 5.5 If the Customer delivers parts, assemblies, furnishings, personal items and loose equipment to Jet Aviation more than fourteen (14) days prior to the agreed aircraft input date, the charges for storage as stated in Jet Aviation published sales rates shall apply.

## 6. Payment terms

- 6.1 Jet Aviation shall be entitled to demand a reasonable advance payment prior to commencement of work or partial or full payment at any time for the agreed work scope. The Customer cannot claim any interest for any payments made in advance regardless of the timing of such payments. Payments, including any advance payments, shall be due on the dates fixed even in the event of delivery postponement by the Customer.
- 6.2 The Customer guarantees that all cost and expenses incurred or taxes applicable in connection with the execution of the order shall be paid without any deduction on the dates or within the payment term specified in the invoice. If no date or payment term is specified in the invoice the Customer agrees to pay in any case within thirty (30) days of issuing of invoice. In the event of Jet Aviation performing any work at any location other than one of its own facilities, the Customer shall also reimburse Jet Aviation for all costs, taxes and expenses incurred by or to be incurred by Jet Aviation on such activities, including but not limited to the following: travel, car rental, board and lodging expenses as well as fee

for travelling time and living allowances, transportation costs, duties, handling fee, charges, taxes, fees and cost of material.

- 6.3 The Customer shall not be entitled, in particular due to alleged or actual deficiencies, to withhold payment or part-payment for work performed by Jet Aviation or offset any counterclaims, unless such counterclaims have been accepted by Jet Aviation. If the Customer disputes an invoice in good faith it shall provide Jet Aviation with written details of the disputed element within ten (10) days of receipt of the invoice and pay the undisputed part on time. Failure to comply with this Condition shall result in deemed acceptance by the Customer of the correctness of the invoice in question.
- 6.4 If the Customer fails to effect payment(s) at the dates due, Jet Aviation shall be entitled to charge interest from the day on which payments have been due. Unless otherwise agreed, such interest shall be at the rate of one point five percent (1.5%) each accumulating month of delayed payment up to a maximum rate of fifteen percent (15%) per year.
- 6.5 Payment by credit cards, cheques, bills of exchange or money orders shall not be considered to have been made until the date of positive crediting to the applicable Jet Aviation bank account.
- 6.6 In case of breach of payment, Jet Aviation may suspend the Agreement and stop work if the Customer does not remediate the breach of payment within ten (10) days after notification of work stop. Notification of the work stop by email will be sufficient. Any additional costs (including but not limited to parking) resulting from the stop work shall be charged to Customer. In case the default is not remedied within two (2) weeks after notifying the Customer of work stop, Jet Aviation may terminate the Agreement and Jet Aviation may remove the aircraft from the hangar/tarmac area at Customer's expense and sole risk in which case Jet Aviation shall not be responsible for aircraft preservation.
- 6.7 In case of expiration or termination of the Agreement due to Customer's breach of payment, or for whatever reason, for one or all of the aircraft covered under this Agreement, the Customer shall remain responsible for all charges and claims of Jet Aviation to the Customer for all work and services performed by Jet Aviation pursuant to this Agreement for the aircraft prior to the date of expiration or termination of the Agreement. It is understood that such charges and claims include, but are not limited to, (i) All open receivables of Jet Aviation, (ii) unbilled work and services of Jet Aviation, (iii) any charges for denied warranty or GPMP coverage for work and services, (iv) any additional cost incurred for third party services ordered by Jet Aviation and (v) any supplemental charges for off-core repairs or overhaul in connection with exchange transactions. Such responsibility shall extend for an unlimited period of time for a given aircraft except in cases when the Customer has formally notified Jet Aviation in writing of a forthcoming or executed change of ownership of the aircraft, change of operator for the aircraft, change of registration of the aircraft or withdrawal from use, in which case the responsibility of the Customer shall be limited to charges raised by Jet Aviation within one hundred and eighty (180) calendar days after the date of notification receipt by Jet Aviation.

## 7. Work deadlines

- 7.1 Any work and/or redelivery deadlines are estimates and are binding only if expressly designated in writing as such by Jet Aviation. Your slot at the selected Jet Aviation maintenance facility will be reserved with the down payment as per the terms of this Quotation.
- 7.2 Observance of such binding deadlines shall be subject to the Customer having previously met all contractual obligations, in particular the due and timely delivery of the Subject of Order including keys, aircraft papers, etc., any permits, approvals and clarifications, the settlement of technical questions, the remittance of advance payments demanded by Jet Aviation and the prompt fulfilment of the Customer's all other duties under the Agreement. If this is not the case, appropriate deadline postponements shall be specified, or work stoppage may occur.

Deadlines shall also be postponed if compliance with defined deadline is not possible because of force majeure or unforeseeable events. Jet Aviation shall not be liable to Customer for any failure to meet its obligations due to any cause beyond Jet Aviation's reasonable control and not occasioned by its fault or negligence (an "Excusable Delay"). Excusable Delay events may include but are not limited to: (i) delays or refusals to grant an export license or the suspension or revocation thereof; (ii) any other

acts of any government that would limit the ability for contract performance; (iii) fires, earthquakes, floods, severe weather conditions, or any other acts of God; (iv) epidemic, quarantines or regional medical crisis; (v) labor strikes or lockouts; (vi) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might be reasonably be expected to cause injury to people or property); and (vii) shortages or inability to obtain materials, components or services. If an Excusable Delay event causes Jet Aviation delay, then the date of Jet Aviation's performance will be extended by the period of such delay.

- 7.3 In the event of a slot and/or work scope cancellation by the Customer, Customer shall be liable to pay to Jet Aviation a cancellation fee equal to five percent (5%) of the total amount quoted for the project within ten (10) days of the cancellation notice. In addition, Jet Aviation reserves the right to invoice and Customer agrees to pay for any restock charges incurred and any materials and components ordered to support the project, as well as labour, planning or any other direct costs related to project preparation. For the sake of clarity, if materials or components cannot be returned to their respective vendor(s), Customer will be billed in full for these items.
- 7.4 The same applies in case that the aircraft replacement parts and ground support equipment or parts have to be delivered by a third party for the work and the party is delayed and purchase of the parts from a different source is not reasonably possible.
- 7.5 In case such extended deadline is not met for reasons which Jet Aviation is responsible for, the Customer shall have the right to withdraw from the Agreement by written statement after paying full compensation for the work already performed by Jet Aviation. The Customer shall have a claim for damages only in cases where the Customer's losses, damages or expenses result directly from the wilful misconduct or gross negligence of Jet Aviation.

#### 8. Exchange and loaned parts

- 8.1 Exchange basis: If the Customer is supplied with exchange parts, he shall return the off-core parts to Jet Aviation within ten (10) days of the receipt of such exchange parts. The costs of exchange shall be determined in advance by the manufacturer of the parts or by Jet Aviation. If the expense of repairing the returned off-core parts exceeds the cost of the exchange, the Customer shall be charged with the difference. If for any reason whatsoever the Customer returns a part remitted to him by Jet Aviation without having used it, such part shall only be accepted if serviceable upon arrival at Jet Aviation. The Customer shall in addition be charged with a restocking and certification fee of fifteen (15%) percent of the part's current list price or such charges that a supplier or OEM applies and invoices to Jet Aviation, whichever is higher. If a returned part is found to be defective, the Customer shall be charged with the cost of repairing and recertification. If the part is not repairable, the Customer shall be debited with the full sales price.
- 8.2 Loan basis: The provisions of Jet Aviation standard loan agreement shall be applicable to loaned parts even in cases in which no such agreement is specifically concluded. Loaned parts shall be returned serviceable in any event. If such is not the case, the repair and recertification costs or, if repairs are not cost-effective, the replacement cost of loaned parts shall be charged to the Customer.

#### 9. Delivery and redelivery

- 9.1 The Customer shall deliver at its own risks and expenses the aircraft, part or equipment to be repaired or maintained (hereafter "Subject of Order") DDP (Incoterms 2020) Jet Aviation facility where such repair or maintenance services shall take place on the mutually agreed delivery date. The respective time slot shall be reserved with the down payment as per the terms of the Quotation. Upon delivery of the Subject Order to the Jet Aviation facility, an authorized representative of Jet Aviation will perform a preliminary inspection, acknowledging delivery of the Subject of Order and its condition at the time of delivery. If the actual delivery date of the Subject of Order deviates from the agreed delivery date, Customer will be responsible for all costs incurred. In addition, if the actual delivery date of the Subject of Order occurs after the agreed delivery date, Jet Aviation may delay the scheduled redelivery date by a reasonable number of days representative of the corresponding impact such delay has on Jet Aviation's planning, production, scheduling, and capacity.

- 9.2 The Subject Order shall be redelivered by Jet Aviation Ex Works (Incoterms 2020) at the Jet Aviation facility where such repair or maintenance services have been performed. Shipment of the Subject of Order to the Customer, including temporary storage of the same en route or at destination, shall be entirely at risks and expenses of the Customer.
- 9.3 Once Jet Aviation has given the Customer written notice of completion of a repair or maintenance services ("Release to service"), the Customer will pick up the Subject of Order and inspect the services within a period of no more than three (3) working days from the date of notice, which will be entirely at Customer's risk, and Jet Aviation will only remain liable thereafter for destruction/damage to the Subject of Order arising directly from the wilful misconduct of Jet Aviation.
- 9.4 In case the Subject of Order remains at Jet Aviation because redelivery has not occurred due to work stoppage by Jet Aviation or (ii) the Agreement is terminated by either party, or (iii) deadline stated in section 9.3 has lapsed, and in consequence the aircraft remains parked at Jet Aviation, then it will be the sole responsibility of the Customer to define and formally order to Jet Aviation any preventive or preservative maintenance measures to be applied to the aircraft during such extended grounding period of the aircraft to ensure continuing airworthiness and fitness for use of the aircraft. Jet Aviation hereby expressly excludes any liability for dilapidation of the aircraft during any prolonged grounding period of the aircraft. The Subject of Order will be entirely at Customer's risk, and Jet Aviation will only be liable for destruction/damage to the aircraft arising directly from the wilful misconduct of Jet Aviation. Customer will be responsible for parking charges invoiced at the customary fee for the respective Jet Aviation location during work stop period.
- 9.5 In case Customer fails to advise on performance of maintenance measures per section 9.4, or if Customer does not respond to Jet Aviation request on such measures and if Jet Aviation in its reasonable judgement concludes that certain preventive maintenance actions would be advisable, Customer agrees that Jet Aviation has the right, but not the obligation, to define and perform such actions. Customer will remain fully responsible for the cost of such actions.
- 9.6 The Customer or the operator, shall instruct Jet Aviation before the agreed aircraft input date whether the remaining parts and assemblies, furnishings, personal items and loose equipment shall be (i) returned to the Customer or operator, or (ii) scrapped by Jet Aviation, at the Customer or operator's costs. In the event that prior to redelivery, the Customer or the operator have failed to provide such instruction to Jet Aviation, any such remaining parts and assemblies, furnishings, personal items and loose equipment shall be returned to the Customer or operator and the Customer or operator shall bear all costs related to storage, shipping as well as risk of loss or damage as applicable.

#### 10. Passing of title

- 10.1 Title to goods supplied (whether on their own or as part of the performance of services and whether separate and identifiable or incorporated in or mixed with other goods) by Jet Aviation to the Customer ("Goods") shall remain with Jet Aviation until full payment for work has been received by Jet Aviation.
- 10.2 Any resale by the Customer of Goods in which title has not passed to the Customer shall (as between Jet Aviation and the Customer only) be made by the Customer as agent for Jet Aviation and the Customer shall be deemed to be holding any monies received from the resale of such Goods on trust for Jet Aviation.
- 10.3 Jet Aviation's employees and agents shall be entitled to enter any land, buildings, vehicles or aircraft where the Goods or part of them are situated or are reasonably thought to be situated, and may take possession of them at any time, to the extent permissible under the Applicable Law. If the Goods have been fitted to or fixed to an engine or aircraft, the Customer explicitly grants Jet Aviation the right to take possession of them and Jet Aviation's title in the Goods shall not be affected by any stipulation or rule of law that the Goods have become part of an engine or aircraft.

#### 11. Right of lien

In respect of all claims, whether due or not, resulting from contractual relations with its Customers, including claims resulting from prior business relations with the Customer concerned, Jet Aviation shall have, in addition to its legal right of retention, a contractual right of lien on such objects in its possession, independently of the Customer's proprietary rights. The Customer herewith gives its

consent and approval to all measures reasonably taken by Jet Aviation to secure its right of lien. The Customer agrees that Jet Aviation has the right to retain the Subject of Order and/or to enforce such right of lien for the purpose of securing any of its claims against the Customer and/or Customer's affiliates, including claims resulting from (i) prior business relations with the Customer concerned, and/or (ii) a business relationship between the Customer and any affiliate which is under the same ultimate control as Jet Aviation. The contractual right of lien shall entitle Jet Aviation and/or any of its affiliates to publicly offer for sale the Subject of Order and/or other items in Jet Aviation's custody no earlier than one (1) month after advising the Customer of its intent to do so. To effect such sale, Jet Aviation shall not be required to obtain an enforceable title or to comply with the regulations governing forced sale. Jet Aviation shall be entitled to remove any parts (including, for the avoidance of doubt, the engines) from aircraft which is the Subject of Order and retain them at Jet Aviation's premises.

#### 11A. Personal Property Securities Act 2009 ("PPSA")

11A.1 This section 11A shall apply to services provided in Australia.

11A.2 For the purposes of this section 11A, the terms 'financing statement', 'financing change statement', 'security agreement' and 'security interest' have the meanings set out in the PPSA.

11A.3 The Customer acknowledges and agrees that:

- (a) this Agreement constitutes a security agreement for the purposes of the PPSA; and
- (b) a security interest is taken in all Goods previously supplied by Jet Aviation to the Customer (if any) and all Goods that will be supplied in the future by Jet Aviation to the Customer;
- (c) the security interest granted by the Customer to Jet Aviation pursuant to this Agreement constitutes a purchase money security interest as defined in section 14 of the PPSA.

11A.4. The Customer agrees to do anything (including obtaining consents, signing or producing any further documents, and/or providing any further information) which Jet Aviation asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or
- (b) enabling Jet Aviation to apply for any registration, complete any financing statement, financing change statement or give any notification, in connection with the security interest; and/or
- (c) enabling Jet Aviation to exercise rights in connection with the security interest.

11A.5. Everything that Jet Aviation is required to do under this section 11A is at the Customer's expense.

11A.6 The Customer waives any rights it may have:

- (a) to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 134(1) and 135 of the PPSA;
- (b) under sections 137(2), 142 and 143 of the PPSA; and
- (c) to receive notice of the verification statement under section 157(1)(a).

11A.7 The parties agree that sections 96 and 117 of the PPSA do not apply to this Agreement.

11A.8 The Customer agrees that where Jet Aviation has rights in addition to those under the PPSA, those rights will continue to apply.

11A.9 The Customer acknowledges that it has received value as at the date the Goods are supplied by Jet Aviation or the date the Goods are fitted and there is no agreement to postpone the time for the attachment of the security interest (as defined in the PPSA) granted to Jet Aviation pursuant to the Agreement.

11A.10 To the extent permitted by law, this section 11A will survive the termination of any agreement between Jet Aviation and the Customer.

#### 12. Warranty

12.1 Jet Aviation warrants that maintenance and repair works carried out by it shall be free from any defects in workmanship for a period of (i) for avionics systems new installations one (1) year but in no event longer than one thousand (1000) flight hours, (ii) cabin interior refurbishment two (2) years but in no event longer than twelve hundred (1200) flight hours (not to extend to interior component repair or

cosmetic treatment and to the exclusion of normal wear and tear), (iii) exterior repaint (excluding pearl and mica paint) two (2) years but in no event longer than twelve hundred (1200) flight hours (not to extend to normal paint erosion or wear caused by forces of nature), (iv) for avionic systems repairs three (3) months, (v) for avionic system overhauls six (6) months, (vi) for component parts repairs or overhauls six (6) months from the date of installation but in no event longer than three hundred (300) hours of operation, and (vii) for all other maintenance and/or repair work one (1) year but in no event longer than one thousand (1000) flight hours after the completion of maintenance and/or repair work on the aircraft.

- 12.2 The warranty of Jet Aviation shall be voided if (i) the Customer does not inform Jet Aviation in writing within ten (10) days from the discovery of the defect, (ii) the Customer does not give Jet Aviation immediate access to the aircraft in order to inspect the defects, (iii) the Customer or a third party appointed by the Customer have tried to repair the defect without the prior inspection and/or authorization by Jet Aviation, (iv) the Customer has not taken all precautions to prevent an aggravation of the damage, or (v) the Customer does not comply with operating instructions given by Jet Aviation or the aircraft manufacturer.
- 12.3 In case that any defect results from faulty workmanship of maintenance and/or repair work performed by Jet Aviation, the sole remedy available to the Customer shall be the immediate remedy of such defect by Jet Aviation by repairing and/or replacing, at Jet Aviation's sole discretion, any defective parts and/or workmanship up to a maximum amount not exceeding the total sum of the relevant work order. Jet Aviation is not responsible for any other costs or expenses including but not limited to transporting the aircraft or warranted items to any repair facility.
- 12.4 As long as the Customer is in default of payment, no warranty claims whatsoever shall be considered.
- 12.5 No warranty claims will be considered for used parts or makeshift repairs installed or performed at the request of the Customer. If the Customer demands that equipment, spare parts, material, etc. supplied by himself are used, Jet Aviation bears no responsibility as to the function of the said equipment and/or installation and refuses any warranty for the same.
- 12.6 In case of work performed by third parties, Jet Aviation's warranty shall be limited to the extent to which Jet Aviation is entitled to claims against third parties and can successfully enforce such claims.
- 12.7 For equipment and spare parts, the respective third party manufacturer's and/or supplier's warranty shall be applicable and Jet Aviation does not assume any additional warranty for such equipment and spare parts.
- 12.8 Jet Aviation hereby assigns to the Customer the benefit of any warranty given by any third party (whether manufacturer, sub-contractor or otherwise) in respect of equipment and spare parts and/or services.
- 12.9 Except as specified above in this section 12, all Goods and services are sold without any warranty whatsoever. THE EXPRESS WARRANTIES IN THIS SECTION 12 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT FOR THE WARRANTY OF TITLE) AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS (INCLUDING FITNESS FOR A PARTICULAR PURPOSE) (COLLECTIVELY "EXCLUDED WARRANTIES"). Except as expressly set forth in these Terms, Customer, on behalf of itself and all owners, operators, lessors, lessees, and insurers of the aircraft, hereby waives and releases all rights, claims, and remedies (through subrogation or otherwise) with respect to any and all Excluded Warranties, duties, obligations, and liabilities in tort or contract arising by law or otherwise from these Terms or the work, including: (1) liability for a Jet Aviation party's own negligence or (2) strict liability or product liability.

### 13. Limitation of liability and insurance

- 13.1 Jet Aviation shall maintain at all times ground hangar keeper's liability including product liability insurance.
- 13.2 The remedies specified in the warranties applicable to these Terms, shall constitute the sole remedies of Customer and the sole liability of Jet Aviation with respect to such goods or work, whether in

contract, tort (including negligence) strict liability or otherwise. Any liability by Jet Aviation shall be precluded unless the Customer's losses, damages or expenses result directly from the negligence or wilful misconduct of Jet Aviation.

- 13.3 In no event shall Jet Aviation have any liability to Customer, whether as a result of breach of contract, tort liability (including negligence), strict liability or otherwise, and whether arising before, during or after delivery of the goods or work for any incidental damages (except damages which are a direct consequence of physical damage to the aircraft in Jet Aviation's care and custody caused by Jet Aviation's negligence or wilful misconduct). To the fullest extent permitted under the applicable law, Jet Aviation shall in no circumstances be liable for any consequential loss nor for special damages, indirect or incidental damages, loss of profits, loss of revenue, or diminution in value, alternate lift or loss of reputation or use, even if informed of the possibility of such damages.
- 13.4 To the extent permitted under applicable law, these limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
- 13.5 The Customer shall be liable to Jet Aviation, including but not limited to, for (1) any damage Customer, Customer's representative or Customer's vicarious agents may cause (a) to the Subject of Order; (b) to Jet Aviation's property; (c) to property on Jet Aviation's premises belonging to Jet Aviation's customers or any third parties; and (2) any injury to Jet Aviation's employees, representatives or vicarious agents.
- 13.6 Jet Aviation is under no obligation to take insurance coverage for the aircraft, its components or parts or equipment, which are located on its premises, in its workshops or on its parking areas. The Customer undertakes to take out insurance coverage for property (Hull All Risk Insurance including Hull War and Allied Perils coverage on aircraft and aircraft spare parts, including improvements installed thereon as the work progresses). The Customer furthermore undertakes to take out a respective third-party liability coverage (including flight risks, aircraft Combined Single Limit/Third Party & Passenger Liability Insurance) with a combined single limit for the duration of this Agreement. It is moreover understood that the Customer and its insurers/reinsurers waive all rights of recourse and/or subrogation against Jet Aviation under the Hull All Risk, Hull War and Allied Perils and Aircraft Third Party Insurance and include Jet Aviation its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and vicarious agents as additional insured. If the Customer has ordered services from Jet Aviation on behalf of a third party, the Customer guarantees that such third party effects and maintains insurances in the same way. The Customer will, upon Jet Aviation's request, produce copies of the respective insurance certificates for the insurances mentioned in this section.

#### 14. Indemnity

- 14.1 The Customer shall undertake to discharge Jet Aviation from any third-party claims that may be advanced against Jet Aviation for any legal reason whatsoever in connection with any work carried out by Jet Aviation to the Customer's order and to assume any and all expenses and costs that may be incurred by Jet Aviation due to such claims.
- 14.2 The Customer assumes the risk of and agrees to indemnify and hold harmless Jet Aviation (including its officers, agents and employees) from and against any and all liability, damage, loss, cost and expense, including attorney's fees, on account of any claim, suit or action made or brought against Jet Aviation for the death of or injury to employees, agents, representatives and subcontractors of Customer, or damage or destruction of property of (a) Customer, its employees, agents, representatives or subcontractors; and (b) Jet Aviation, its employees, agents, representatives or subcontractors, in each case sustained in connection with Customer's presence on Jet Aviation facilities (including its hangars and ramps but excluding Jet Aviation's customer lobby and customer offices) during the course of the Agreement, except due to the gross negligence or wilful misconduct of Jet Aviation or its employees (acting within the scope of their employment). This indemnification does not apply to damage or destruction of the aircraft upon which work is performed, which is addressed elsewhere under these Terms.



### 15. Compliance with laws

- 15.1 The parties agree, that in pursuing any agreement, and in performing under their business relations, they will fully comply with all laws, regulations, and policies of their respective countries, including applicable anti-bribery laws.
- 15.2 The Customer acknowledges that goods, services, technical data and/or other information received under these Terms and any related Quotation may be subject to domestic and foreign export compliance requirements, including U.S. export control laws and the US "International Traffic In Arms Regulations" ("ITAR") and Export Administration Regulations ("EAR"), and Customer agrees to comply fully with such laws and regulations. The Customer agrees that, to the extent its Subject of Order to be serviced by Jet Aviation contains any equipment, documents, or data that is subject to ITAR or requires a license under the EAR, the Customer shall notify Jet Aviation in writing in advance of the induction of such Subject of Order at Jet Aviation.

The Customer confirms that it will not re-export such goods, services, technical data and/or information to other countries or parties in violation of any such laws and regulations.

The Customer agrees to provide any information reasonably required by Jet Aviation to ensure compliance by Jet Aviation under any applicable laws and regulations in providing goods or services under these Terms and any related Quotation.

- 15.3 Customer hereby confirms that, as of the date of execution of the Agreement, and in performing its obligations under this Agreement, except as otherwise disclosed in writing to Jet Aviation: none of registered owners, contractual owners, beneficial owners, and operators of the aircraft (or any of their representatives, agents, or persons/entities that own or control any of the foregoing), is (i) subject to sanctions imposed by the Swiss Government, (ii) is a person or entity designated by the European Union for purposes of asset freeze, sectoral sanctions, or restrictions on the receipt of any goods or technology, (iii) is a person or entity designated by the US Government as a Specially Designated National or Blocked Person (SDN), Foreign Sanctions Evader (FSE), or on the Sectoral Sanctions Identification List (SSIL) or included on any of the US Government's Entity List, Denied Persons List, Debarred List, and Unverified List, (iv) is owned or controlled by an SDN, FSE, SSIL or a person/entity on the European Union's or the US Government's restricted party lists identified in (ii) and (iii) above, or (v) is organized, established, domiciled or resident in Cuba, Iran, North Korea, Sudan, Syria or in the Crimea Region and (vi) Customer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. Customer shall report immediately to Jet Aviation any violation or change in the above warranties and representations during the execution and/or the performance of the Agreement, by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in performing the Agreement. Should Customer fail to comply with the terms of this section, Customer hereby agrees to indemnify and hold harmless Jet Aviation from and against all consequences in connection with such failure and Jet Aviation shall be entitled to terminate the Agreement immediately.

### 16. Confidentiality – Personal data

Customer will not disclose to any third party the terms of this Agreement. All Jet Aviation technical information or data of any kind including, but not limited to, all designs, specifications, drawings, concepts, software, know-how, research or the incorporation or embodiment thereof, or any other information expressly marked as "CONFIDENTIAL" or "PROPRIETARY" shall remain the property of Jet Aviation (Jet Aviation's "Proprietary Information"). Jet Aviation's Proprietary Information shall not be reproduced in any manner nor disclosed to others or used for any unauthorized purpose without the prior written consent of Jet Aviation. Customer may use Jet Aviation's Proprietary Information only in relation to the application, operation and maintenance of Jet Aviation's services and products by Customer for purposes directly relating to these Terms.

Customer personal data will be collected, processed, stored, and used in accordance with the terms set out in Jet Aviation Privacy Notice (<https://www.jetaviation.com/privacy-notice>).

### 17. Intellectual property rights

Title to all intellectual property rights disclosed in documents or data (including but not limited to plans, drawings, patterns or designs) supplied by Jet Aviation to the Customer under the Agreement or created during the maintenance services, shall remain with Jet Aviation or any third party which is entitled to such intellectual property rights.

### 18. Assignment

The rights and privileges of this Agreement cannot be assigned or transferred, in whole or in part, by operation of law or otherwise, by Customer without the prior written approval of Jet Aviation, which consent shall not be unreasonably withheld. Any attempt to assign or delegate in violation of this section will be void. Jet Aviation may at any time assign or transfer its rights and obligations under this Agreement with prior written notice to the Customer.

### 19. Entire agreement - survival

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior discussions between them. No waiver or modification of this Agreement shall be binding upon the parties unless made in writing and signed by duly authorized representatives of both parties. All provisions of this Agreement which by their nature should apply beyond termination/expiration will remain in force.

### 20. Waiver

The failure of Jet Aviation to enforce at any time any of the provisions of this Agreement shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of Jet Aviation to take any action in the future to enforce any provisions hereunder.

### 21. Severability

In the event that any one or more of the terms of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining present terms hereof shall be unimpaired and the invalid, illegal or unenforceable term shall be replaced by a mutually acceptable term, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable term.

### 22. Notices

All notices and other communication hereunder shall be in writing and in the English language and shall be deemed to have been duly given if sent by registered or certified mail or email to a party's address listed in a Quotation or to any other address which from time to time be communicated by a party to the other, or by hand delivery to the other party against receipt. The notice shall be deemed effective and all time periods relating to the giving of such notice shall commence upon receipt of such notice.

### 23. Applicable law / place of jurisdiction

The parties agree that this Agreement is part of an international contractual relationship and each party (a) agrees that such relationship shall be exclusively governed by and construed in accordance with the laws of the country in which the Jet Aviation legal entity providing the maintenance and/or repair services to Customer is registered, to the exclusion of the local conflict of law rules and further to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, and (b) irrevocably submits to the exclusive jurisdiction of the courts of the country in which the Jet Aviation legal entity providing the maintenance and/or repair services to Customer is registered to settle any dispute which may arise under or in connection with this contractual relationship (or any part thereof).

End of document