

# GENERAL TERMS AND CONDITIONS OF SALE FOR COMMERCIAL EQUIPMENT REPAIR SERVICES AND/OR EXCHANGES

## 1. GENERAL

The following terms and conditions of sale shall exclusively apply to all sales made by Messier Services, Messier-Bugatti Tracer (MBT), except otherwise agreed in writing by MBT. MBT hereby excludes the Purchaser's general or specific terms and conditions, even if MBT has not expressly rejected their application.

The Purchaser acknowledges to have read and understood these terms and conditions of sale prior to the placement of any Order.

Contracts or Orders for the sale of Services shall come into force only after written acceptance of the Supplier received by the Purchaser.

Unless otherwise agreed in writing by a duly authorised officer of the Supplier, the performance of the Services, by the Supplier to the Purchaser, are subject exclusively to the following Terms.

## 2. DEFINITIONS

The terms hereunder defined are read and understood as singular or plural as the case may be.

**"Equipment"** means any hydraulics, wheels and brakes, structural and Equipment on which the Purchaser requires the Supplier to perform Services pursuant to these Terms.

**"Removed Equipment"** means the Equipment which is to be overhauled, repaired or exchanged.

**"Standard Exchange Equipment"** means any Equipment with a modification standard equal or higher than the Removed Equipment ordered by Purchaser and/ supplied by Supplier pursuant to these Terms.

**"Advanced Standard Exchange Equipment"** means a Standard Exchange delivered by Supplier to Purchaser prior to receipt by Supplier of the Removed Equipment.

**"Request/Order"** means a written request/order for Services sent by the Purchaser to the Supplier together with the Equipment on which the Services are requested;

**"OEM"** means the Original Equipment Manufacturer;

**"CMM"** means component maintenance manual then applicable at the date of the performance of the Services on the Equipment.

**"Purchaser"** means any customer who purchases Services;

**"Supplier"** Messier-Bugatti-Tracer LLC, a company with its headquarter located at : 1600 West Cornell Street, Milwaukee Wisconsin, 53209 USA.

**"In Scope"** means in relation to an Equipment, the scope of work concerned by the Service as defined in the CMM and the mandatory OEM applicable documentation (ie. service bulletin and authority directive) and specified in the estimate as established by the Supplier;

**"Out of Scope"** means all additional work being done on each Equipment over and above the In Scope;

**"Overhauled"** means the restoration of the full potential of the Equipment in compliance with the CMM, the mandatory OEM documentation and the FAA regulations , the term "Overhaul" shall be construed accordingly ;

**"Repaired"** the restoration of the Equipment to a serviceable condition in accordance with the CMM, the mandatory OEM documentation and the FAA regulations, the term "Repair" shall be construed accordingly ;

**"Serviceable"** means a condition in which the Equipment is in good operating condition within the limits defined in the OEM then-current maintenance manuals.

**"BER"** Beyond Economical Repair

**"Services"** means any modification, test, Repair and/or Overhaul of Equipment requested by the Purchaser.

**"Terms"** means the General Terms and Conditions of Sale contained herein.

Purchaser and Supplier are jointly referred to as the "Parties" and separately as a "Party".

### 2.1 Services work scope

#### 2.1.1 Repair / Overhaul / Test / Modification

The Purchaser agrees that Supplier shall complete all necessary works (ie In Scope and Out of Scope, if necessary) to fully restore the Equipment to a Serviceable or overhauled condition at the Purchaser's sole expenses.

In the event that the price of the repair necessary to restore any part of the Equipment to serviceable or overhauled condition is over sixty five percent (65%) of the then OEM catalogue price of the concerned part. Supplier shall notify Purchaser in writing of any parts declared scrap or BER. Within fourteen (14) days of receipt by Purchaser of Supplier's scrap or BER notification, Purchaser shall either:

- request Supplier to return the scrap or BER part "as is"; in such case Purchaser shall return to Supplier a written receipt of acknowledgment of the delivery of the part within five (5) days of the "as is" Equipment; or
- acknowledge such notification and agree to transfer such part's title to Supplier.

Following forty-five (45) days from issuance of such scrap/BER notification, Purchaser shall be deemed to have accepted to transfer to Supplier the scrap or BER.

#### 2.1.2 Standard Exchange / Advanced Standard Exchange

A Standard Exchange or an Advanced Standard Exchange may be proposed upon Purchaser's request or Supplier's initiative.

A formal proposal for Standard Exchange and/or Advanced Standard Exchange, indicating the part and serial numbers, standard and specific commercial conditions of the Standard Exchange, is sent by the Supplier to the Purchaser. Within two (2) calendar days from receipt of such proposal, Purchaser shall acknowledge and accept in writing Supplier's proposal and issue a valid Order as per Article 3.1.

Following receipt by Supplier of Purchaser's Order for Standard Exchange and/or Advanced Standard Exchange, the Supplier shall :

- deliver the Standard Exchange and/or Advanced Standard Exchange; and
- restore the Removed Equipment to the same standard of modification as the Standard Exchange

in consideration of payment by Purchaser of the prices for Standard Exchange and/or Advanced Standard Exchange and Services performed on the Removed Equipment as defined under Supplier's estimate and/or proposal.

Notwithstanding the application of the above conditions, in the event of an Advanced Standard Exchange and/or Standard Exchange, Purchaser shall deliver to Supplier the Removed Equipment together with traceability back to the OEM, or 121,129, 135, or 145 operating certificate, or otherwise all data (altogether hereinafter referred as to the "Documentation") as accepted in writing by Supplier, no later than fifteen (15) days from the date of delivery of the Advanced Standard Exchange Equipment.

In the event acceptable Documentation is not provided, the Standard Exchange and/or Advanced Standard Exchange shall automatically be deemed to be an outright sale of Equipment, and the Purchaser shall be responsible for the additional cost and expenses incurred by Supplier.

## 3. APPLICATION

### 3.1 Procedure for ordering and/or request for estimate or (Advanced) Standard Exchange Order:

An Order or a request for estimate or exchange by the Purchaser shall be deemed to be an offer by the Purchaser. A contract for sale of the Services is concluded once Supplier has started the Services or has submitted a written acceptance to the Purchaser.

An Order or a request for estimate shall accompany the Equipment at the time of delivery to the Supplier. The Supplier shall reject any Equipment received without the corresponding Order or request for estimate and/or Orders or request for estimate received without the corresponding Equipment.

An Order for Services or request for estimate shall contain the following information :

- the reference date of Supplier's proposal, if any;
- the removal date of the Equipment by the Purchaser;
- the reason for removal;
- the requested Services;
- the final destination of the Equipment to be redelivered;
- the name of the Purchaser's forwarding agent or transport agent and applicable address;
- the requested Aviation Authority certification;
- the part numbers of the removed Equipment;
- the serial numbers of the removed Equipment;
- TSN, TSO, CSO and CSN of the removed Equipment (when available);
- Equipment any mandatory modifications imposed by the Aviation Authority being outside of the scope of the OEM, CMM repair manuals;
- any recommended service bulletin published by the OEM being outside of the scope of CMM;
- the invoicing address of the Purchaser.

### 3.2 Request for Services estimate or (Advanced) Standard Exchange Order shall be sent to:

Messier-Bugatti-Tracer Milwaukee facility  
2040 West Cornell Street, Milwaukee Wisconsin, 53209

Messier-Bugatti-Tracer Miami facility  
16411 NW 8<sup>th</sup> Avenue Miami Florida 33169

### 3.3 Acknowledgement and return of a Service Estimate for Services estimate

The Supplier shall, in writing, acknowledge receipt of a request for estimate received from a Purchaser within ten (10) calendar days following receipt of the said Request. Silence of the Supplier shall not mean acceptance of a Request.

Following the receipt of an estimate by the Supplier, Purchaser shall accept and/or reject the estimate in writing within ninety (90) calendar days from date of issuance of the estimate. If the Purchaser consent or refusal is not obtained, the Supplier shall place the Equipment at Purchaser's disposal Ex-Works (EXW ICC Incoterms 2000) Supplier's premises and invoice the Purchaser for the investigation costs and a stocking fee of one hundred United States Dollars (100 USD\$) per Equipment provided that Supplier has first notified Purchaser.

In case the estimate is rejected, the Supplier shall place the Equipment at Purchaser's disposal Ex-works (EXW ICC Incoterms 2000) Supplier's premises and invoice the Purchaser for the investigation costs, if any.

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Such Equipment shall remain at Purchaser's risks and costs. If such Equipment is not recovered by Purchaser within six (6) months from date of issuance of the estimate, such Equipment shall become the property of Supplier and Purchaser shall hold harmless and indemnify Supplier against all actions, claims and costs in relation with the Equipment.

### 4. PRICES

#### 4.1 General procedure

The Purchaser, when sending to the Supplier Equipment for Services, agrees to pay: all costs of investigation sustained by the Supplier following receipt of the Equipment.

Following receipt of Equipment, the Supplier shall send to the Purchaser an estimate and/or a proposal including but not limited to the "In Scope" works required to return the Equipment to a Serviceable condition together with the commercial and pricing conditions.

Prices indicated in the Supplier's estimate / proposal are in US Dollar and shall remain valid for the period mentioned in the Supplier's estimate. Such prices are exclusive of any value added tax and customs duties. Should any additional tax be applicable, it shall be additionally charged by Supplier to Purchaser. When performing the Services, Supplier may have to invoice additional charges for performance of the "Out Of Scope works" to Purchaser. In such a case, Supplier shall send to Purchaser a new estimate that Purchaser shall accept before any redelivery of the Equipment may occur.

Additionally pursuant to Article 2.1.1 above, Supplier shall invoice BER Equipment in accordance with the then current OEM Catalogue or other FAA approved Equipment pricing.

In the event, the Purchaser has a legitimate and substantiated reason for believing that an error has been made in any invoice sent by Supplier, Purchaser shall notify Supplier in writing of the nature of the alleged error within fourteen (14) days of the date of invoice and shall arrange a meeting with Supplier to conduct an investigation within forty five (45) days from receipt of the written notification by Supplier.

Purchaser may withhold payment but only of the amount in question, and the remainder of the invoice shall be paid pursuant to the Terms.

If an invoice adjustment is warranted, Supplier shall either correct the invoice or issue a credit invoice or reimburse Purchaser to cover the amount adjusted, if necessary. If the adjustment is not warranted, Purchaser shall pay the amounts that have been withheld within fifteen (15) days of receipt by Purchaser of Supplier's written notification of the outcome of such investigation.

#### 4.2 Specifics and supplementary pricing conditions

If a standard exchange is proposed after an estimate has been supplied, a new estimate might be issued if the condition and/or standard of the exchange unit differs from the Removed Equipment.

Should the Removed Equipment be declared BER or the estimate be rejected by the purchaser, Supplier will invoice the replacement of the Removed Equipment at OEM catalogue price.

### 5. PACKING

The Purchaser shall deliver each Equipment with packing in accordance with OEM's specification. The Supplier is entitled to charge to the Purchaser all costs to repack the Equipment in accordance with OEM's specification and/or ATA300.

Any additional packing or packing crates (for sea transportation or long life packing) required by the Purchaser shall be additionally charged by Supplier to Purchaser.

The Purchaser and/or the end user shall stock the returned Equipment or the Standard Exchange in accordance with Supplier's and OEM's instructions as from the date of the redelivery. In the case of any change in such norms, Supplier shall inform Purchaser. The Warranty covering the returned Equipment or Standard Exchange as set out in Article 13 shall be null and void if the stocking conditions defined in such norms are not fully complied with by the Purchaser and/or the end user.

### 6. SUBCONTRACTING

The Purchaser acknowledges that all or part of the Services on the Equipment may have been or may be performed by other maintenance, repair and overhaul companies including but not limited to the Supplier's approved third parties suppliers and consents to such subcontracting of works provided that it shall be performed in accordance with these Terms.

### 7. Transport

#### 7.1 Transport, delivery and redelivery conditions

- The Purchaser shall deliver the Equipment to the Supplier – FCA Supplier's premises (ICC – Incoterms 2000). Delivery shall be addressed to:

Messier-Bugatti-Tracer (Miami facility)  
16411 NW 8<sup>th</sup> Avenue Miami Florida 33169

Messier-Bugatti-Tracer (Milwaukee facility)  
2040 West Cornell Street, Milwaukee Wisconsin, 53209

- The Supplier shall re-deliver the Equipment to the Purchaser – ExWorks (EXW – ICC Incoterms 2000) Supplier's premises as identified above.

Delivery by Supplier shall be deemed accepted by Purchaser at the time the Equipment is at Purchaser's disposal at the named re-delivery point.

In the case of shipment of Equipment at the Purchaser's risks and costs, quantities received by Purchaser shall be deemed to be the quantities acknowledged by the shipper or carrier at the time of departure.

#### 7.2 Purchaser's late delivery of the Removed Equipment

For Advanced Standard Exchange, in case of late delivery of the Removed Equipment by the Purchaser, Purchaser shall pay daily liquidated damages to the Supplier in an amount equal to the following:

Number of days late	Percentage per day
1-10	1% of OEM catalogue price
11-30	1.5% of OEM catalogue price
>30	2% of OEM catalogue price

If the Removed Equipment is beyond economic repair, the Purchaser shall deliver to the Supplier a replacement Removed Equipment within ten (10) days of Supplier's notice. Any delay in delivery of this replacement Removed Equipment shall allow the Supplier to charge liquidated damages to the Purchaser in the conditions of the above table.

In case of non-delivery by the Purchaser of the Removed Equipment, the Supplier shall be entitled to charge to the Purchaser an amount equal to 100% of the then current applicable OEM catalogue price of the Removed Equipment as a replacement fee.

#### 7.3 Delivery Lead Time

Supplier shall endeavour to redeliver the Equipment in accordance with the lead times set out in its estimate / proposal but these delivery times are to be treated as estimation only.

#### 7.4 Supplier's delay

Delay in redelivery shall not enable the Purchaser to reject the returned Equipment or to fail to pay in strict accordance with the payment terms set out herein. The Supplier hereby excludes any liability to the Purchaser or any third party claiming against the Purchaser for any costs, damages or losses resulting from late redelivery of any Equipment howsoever caused.

Purchaser shall notify Supplier of any damage to the returned Equipment and/or loss, non-delivery or quantity shortage in any Equipment redelivered hereunder as compared with the Order within forty-eight (48) hours of receipt of same.

In the case of delay in the redelivery, in no event shall the Supplier be liable for incidental or consequential losses or damages, or the loss of profit, loss of revenue, loss of market or commercial loss to the Purchaser or any third party.

### 8. EXPORT LICENCE

Supplier will provide the Purchaser with all information as reasonably required by the Purchaser to assess any export and re-export restrictions that may affect the Equipment and associated Equipments and Documentation. All deliveries and grant of rights to be made by Supplier shall be subject to the granting, if required, of the necessary valid license or export authorizations from the concerned authorities (United Kingdom, France and/or the United States). Supplier shall make its best efforts to maintain all such authorizations. In the event that any requisite governmental licence, consent or permit or other authorisation cannot be obtained in fulfilment of any subsequent order or contract hereto, Supplier shall not be liable to the Purchaser in respect of any bond or guarantee or for loss, damage or other resultant financial penalty. The Purchaser shall provide information on the destination, end-user and end use, as reasonably required by Supplier in connection with obtaining required licenses according to the applicable regulations. The Purchaser undertakes not to sell, lend or deliver to any third party other than those approved under the applicable regulations, with or without compensation, temporarily or permanently, the deliveries and/or their Equipments, including Equipment and spares delivered in connection therewith and the know-how, the documentation and information in any way whatsoever, without a licence to the extent required in the applicable regulations.

### 9. PAYMENT

#### 9.1 Payment terms:

Unless otherwise specified in Supplier's estimate, the Purchaser shall pay to the Supplier any invoice within thirty (30) days following the date of the invoice.

The Supplier reserves the right to alter the terms of payment without prior notice if the Purchaser fails to pay any amount owed to the Supplier or if, in the Supplier's opinion, the Purchaser's financial condition requires such alteration. Such alteration shall be in writing and the Supplier may, at the same or any subsequent time, at its discretion, suspend delivery or terminate the Services without liability to the Purchaser.

All payments due by the Purchaser shall not be subject to a right of deduction or set-off by reason of any claim of the Purchaser arising out of an Order or sale, any other transaction with the Supplier or any duties or taxes.

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At the time of payment, the Purchaser shall identify the invoice number to which such payment relates.

Payment shall be made to the Supplier by :

- wire transfer, direct to the Supplier's following bank account in the currency invoiced:

Bank name: JP Morgan Chase Bank, N.A.  
One Bank One Plaza  
Chicago, IL 60670  
SWIFT ID: CHASUS33  
ABA#: 02100021  
Beneficiary: Messier-Bugatti-Tracer, LLC  
Account#: 658554209

or

- by check in the currency invoiced sent to:

Messier-Bugatti-Tracer  
21750 Network Place  
Chicago, IL 60673-1705, USA

### 9.2 Delay in payment:

Without prejudice to the Article 9.5 – "Retention of Title", Supplier shall be entitled to charge, to the Purchaser, interest rate at one point five percent (1.5%) per month on the total amount of any unpaid invoice from the due date of such payment until payment is made in full.

An additional amount of ten percent (10%) of the unpaid invoice amount will be automatically payable by the Purchaser to the Supplier in compensation for costs incurred in connection with such delay.

Supplier reserves the right to withhold delivery should any invoice or previous invoices remain unpaid.

### 9.3 Discount:

No discount shall be granted to the Purchaser in case of payment made in advance of the payment due date.

### 9.4 New Purchaser terms:

The Supplier reserves the right to approve or deny any credit applications in its absolute discretion.

All new Purchasers wishing to place Orders with the Supplier must provide, at the Supplier's request, either an irrevocable, confirmed letter of credit in accordance with Supplier's requirements or advance payment for the amount of the Order.

Existing Purchasers wishing to revise their credit limits shall contact the Supplier.

### 9.5 Retention of title

Purchaser hereby agrees that title to new parts incorporated by Supplier during Services and/or Standard Exchange Equipments shall be retained by the Supplier and shall not pass from the Supplier to the Purchaser or to the relevant owner of the Equipment (as the case may be) until payment in full of all sums due and payable by Purchaser under these Terms.

Until such time, title to new Equipments and/or parts incorporated in the Equipment and provided by Supplier shall pass from the Supplier to the Purchaser or the relevant owner (as the case may be).

- Supplier shall have absolute authority to retake, sell or otherwise deal or dispose of all, any or part of the new Equipments and parts incorporated in the Equipment in which title remains vested in the Supplier;
- For the purpose specified in (i) above, the Supplier or any of its agents or authorized representatives shall be entitled at any time and without notice to enter upon any premises in which the new Equipments and/or part, or any aircraft on which the new Equipments and/or part is installed, is stored, kept or used, or is reasonably believed so to be;

the Supplier shall be entitled to seek a court injunction to the Purchaser or the relevant owner (as the case may be) from selling, transferring or otherwise disposing of the new Equipments and/or parts.

Purchaser shall ensure compliance with Supplier's rights and interests under this Article 9.5 in all circumstances, by any means and at its own expenses and not do or knowingly permit to be done any act or thing which might reasonably be expected to jeopardize Supplier's rights and interests under this Article 9.5. If Purchaser fails to carry out its obligations in respect of this Article, Purchaser shall indemnify Supplier against all cost, expenses and damages which Supplier may incur or suffer due to this failure.

## 10. CONFIDENTIALITY

The Purchaser shall keep confidential and protect against any release to third parties, the documents, information and data identified as confidential, received from the

Supplier in relation to the Order and/or the request for estimate (the "Confidential Information").

The Purchaser shall:

- hold in strict confidence the Confidential Information, and
- not disclose or place at the disposal of third parties the Confidential Information without prior written agreement of the Supplier, and
- ensure that its personnel comply with all such obligations contained in this Clause 10.

The Purchaser shall not reproduce or have reproduced the Confidential Information without the prior written agreement of the Supplier. Upon Supplier's request, the Purchaser shall promptly return the Confidential Information or take the necessary measures as indicated by the Supplier.

The confidentiality obligations contained herein shall continue during a ten (10) year period following the delivery of the last Order to the Purchaser.

## 11. PROHIBITION OF SALES TO THIRD PARTIES

The Purchaser shall not transfer any rights or obligations under an Order in whole or in part without having obtained the prior written agreement of the Supplier.

## 12. WARRANTY

The Supplier warrants that the Services performed by the Supplier on the Equipment redelivered to the Purchaser conforms to the Warranty clause attached at Appendix 1.

The warranty at Appendix 1 (the "Warranty") constitutes the full extent of the Supplier's warranties, obligations and liabilities, express and implied, in fact and in law, with respect to any breach of warranty, any representation or warranty in respect to fitness for a particular purpose or merchantability and any implied warranties other than the foregoing. All warranties and liabilities other than contained in this Warranty are hereby excluded and in no event shall the Supplier have any responsibility to the Purchaser arising from a breach of Warranty or otherwise.

For out of warranty Equipment or for Equipment for which the warranty claim is rejected by the Supplier, the Supplier and the Purchaser shall agree on measures to be taken on these Equipment (repair, cost of transportation.).

## 13. FORCE MAJEURE

The Supplier shall not be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence, including but not limited to, acts of God or the public enemy, war, warlike operations, terrorism, insurrections or riots, civil or foreign armed aggression, sabotage, fires, floods, exploding, earthquakes, natural disasters or serious accidents, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, judicial action, government requisition, restrictions, regulations or decrees relating to necessary supplies, governmental priorities, allocation regulations or orders affecting materials, facilities or completed Equipment, strikes or labor troubles causing cessation, slowdown or interruption of work, inability after due and timely diligence to procure materials, accessories, Equipment or parts, failure or delay in transportation, failure of a subcontractor or the Supplier to furnish materials, accessories, Equipment or parts due to the above mentioned causes.

Such delay or failure shall not constitute a breach of these Terms and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

## 14. RISK – LIABILITY – INSURANCE

14.1 Unless otherwise stated above, Risk on Equipment shall pass to the Purchaser upon redelivery of the Equipment as per Article 7 of these Terms.

14.2 The liability of the Supplier to the Purchaser arising out of or connected with or resulting from the Services whether in contract, tort (including negligence) or otherwise shall not in any event exceed thirty percent (30%) of the prices of the Services giving rise to Purchaser's claim. In no event shall the Supplier be liable for incidental or consequential losses or damages, or the loss of profit, loss of revenue, loss of market or commercial loss. Beyond the amount of liability here above mentioned, Purchaser and its insurers hereby agree to waive any rights of recourse and shall indemnify Supplier, its directors, officers, agents, employees and its insurers (collectively "indemnities") and hold harmless Supplier against all proceedings, costs, expenses, liabilities, loss or damage which Supplier incurs or suffers in respect of any claims made by any third party and related to any of the obligations to be performed by Supplier pursuant to these Terms (collectively "Losses") unless and to the extent that such Losses are due to Supplier's gross negligence or wilful misconduct.

14.3 The Purchaser shall obtain and maintain for the duration of the Services and/or contract between the Parties the following insurances: (i) a comprehensive general liability insurance and (ii) an aircraft products liability insurance, from the date of transfer of risks on the Equipment as set out under these Terms. In addition, Purchaser shall ensure that for the duration of the Services and/or contract between the Parties and for two (2) years after its termination Supplier is named as an additional insured under Purchaser and/or its customers' all risks insurance and aircraft products liability. The payment of the indemnity under the all risks insurance policies shall be paid directly to Supplier.

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This insurance shall be sufficient to cover at all times the replacement value of the Exchange Unit until full payment for the Services.

The Purchaser shall provide the Supplier on demand with the corresponding certificate issued by the insurance company and shall identify the type of insurance policy, the amount of the coverage and the termination date.

### 15. LAW AND JURISDICTION

These Terms and any Repair Order taken under these Terms and any dispute arising in relation to them shall be governed by and construed in all respects in accordance with New York State law (USA), to the exclusion of its conflict of law rules.

#### **If the Purchaser is located within the United States (USA):**

Any dispute arising out of or in connection with an Order and/or contract that could not be settled amicably by the Parties within two (2) months of the notice by a Party to the other of the reason of the dispute shall be finally and exclusively settled by the competent federal courts of New York (USA), except for interim or conservatories measures.

#### **If the Purchaser is located outside the United States (USA):**

Any dispute under this Agreement, if not resolved amicably within thirty (30) days, will then be finally determined by arbitration. The arbitration shall occur in New York under the then current rules and supervision of the American Arbitration Association. The arbitrator(s) shall not have the power to award punitive or exemplary damages. The decision and award of the arbitrator or arbitrators shall be final and binding and the award rendered may be entered in any court having jurisdiction.

The Parties shall each pay their own attorney's fees associated with the arbitration and shall pay the other costs and expenses of the arbitration as the rules of the American Arbitration Association provide.

In no circumstances, shall this prevent a party from obtaining injunctive relief before a competent jurisdiction.

### 16. LANGUAGE

Unless otherwise agreed between the Supplier and the Purchaser, all correspondence and documentation shall be written in the English language.

## GENERAL TERMS AND CONDITIONS OF SALE FOR COMMERCIAL EQUIPMENT REPAIR SERVICES AND/OR EXCHANGES

### APPENDIX 1 – WARRANTY MESSIER-BUGATTI-TRACER (MBT) STANDARD COMMERCIAL WARRANTY

Supplier warrants that, subject to all of the terms of this Warranty,

- (i) the equipment overhauled, repaired, or exchanged by Supplier (hereinafter referred to as the "Equipment") shall comply with the applicable regulations of the applicable Airworthiness Aviation authorities (FAA and/or EASA) with approved OEM maintenance documentation;
- (ii) the overhaul and repair work performed by Supplier or by its approved subcontractor shall be free from defects in workmanship.

#### DURATION

The terms of this Warranty shall commence immediately upon delivery of the Equipment to the Purchaser and shall terminate in accordance with the following:

- Overhauled Equipment : 270 days or 400 cycles, whichever occurs first
- Repaired Equipment : 180 days or 200 cycles, whichever occurs first.

This Warranty is valid only if such defects of workmanship as aforementioned are discovered within the duration of the Warranty and Supplier is notified in writing (email) within forty five (45) days of discovery. Notification of such discovery shall be made to Supplier in writing by the Purchaser and shall include the following information:

- Part number of the defective part ;
- Serial number of the defective part ;
- Aircraft number ;
- Date of occurrence ;
- Date of assembly onto the aircraft ;
- Date of delivery of the Repaired Unit to the Purchaser ;
- Reason of removal description ;
- Date of removal of the Repaired Unit ;
- Delivery time for the new Repaired Unit ;
- TSN / TSO – CSN / CSO
- Specific information relating to the nature of the defect and the manner in which the defect is covered by this Warranty ;
- Proof of previous overhaul or repair by Supplier if any.

The Purchaser shall return, together with its warranty claim, any Equipment alleged to be defective and under warranty, and shall be identified, properly packed and returned prepaid to Supplier, or as otherwise directed by Supplier. If the Purchaser fails to provide its written statement or the defective part to Supplier, the warranty claim shall be deemed suspended until the Purchaser completes these obligations within forty five (45) additional days, failing which the warranty claim shall be deemed rejected. Additionally, upon Supplier's request, the Purchaser shall also provide such additional documentation as may reasonably be required by Supplier to make a warranty claim adjudication.

Supplier will accept or reject the Purchaser's warranty claim after technical investigation based on sound aviation industry practice.

The obligation of Supplier under its warranty is limited to

- (i) the repair of the defective unit, or
- (ii) the replacement of the defective unit with equivalent Equipment, at Supplier's expense.

The decision to repair or replace the defective unit is solely at the discretion of Supplier.

#### GENERAL CONDITIONS:

The following conditions apply to Supplier 'Warranty', unless otherwise agreed in writing:

- Defective Equipment shall be disassembled and packed at Purchaser expense, insurance, and shipped prepaid or as otherwise agreed between the Purchaser and Supplier.
- If workmanship on the item is proved to be defective and under warranty, such repair or replacement shall be made by Supplier without charge, and Supplier will also pay two-way packing and transportation charges.
- The Purchaser shall pay Supplier standard charges for investigation; testing, and repair of the unit and/or its parts when a warranty claim is rejected. Unless otherwise agreed between the parties, removal and reinstallation of the unit are borne by the Purchaser. On the Purchaser's request for field services, charges for travel and stay of Supplier personnel will be borne by the Purchaser.
- Any defective Equipment replaced under Supplier Warranty shall automatically become the property of Supplier.
- The rights and obligations of the parties under this Warranty shall be construed, interpreted and applied under the laws of the state of Wisconsin (USA).

- Supplier's Warranty may not be altered, amended or modified except by a written instrument.

Supplier's obligation under this Warranty shall be limited to the repair of any such defective Equipment or at its option the replacement thereof with a similar item of identical, or OEM authorized alternative part number but free from defect.

For the avoidance of doubt, Equipments (ie. Replacement parts) incorporated by Supplier during overhaul shall be warranted for the period and to the extent covered by the Equipment manufacturer or third party overhaul source through a separate warranty which will be passed on to the Purchaser.

Any such repair or replacement by Supplier shall also be accomplished diligently and the period of this Warranty shall (i) be extended for a period equal to the period of time it took Supplier to correct the defect and return the Equipment to the Purchaser, or (ii) have the benefit of the unexpired portion of the original Equipment's warranty in case of replacement.

#### EXCLUSIONS

Supplier's Warranty does not apply:

- to Equipment which were not maintained, stored, handled, installed, inspected, serviced, used or operated in accordance with the procedures recommended by the OEM of the Equipment, the requirements of the applicable Airworthiness Authorities, and sound aviation industry practices;
- to Equipment whose manufacturer's identification tag or serial number have been removed or obliterated or altered or cannot otherwise be identified;
- to Equipment which has been in storage or immobilized for 270 days for overhauled products, 180 days from date of acceptance by the Purchaser;
- to Equipment which has been damaged or otherwise become defective due to the failure or malfunction of another part or unit which have not been maintained by Supplier (i.e. consequential or resultant damage), or due to aircraft operation and/or maintenance not performed in accordance with OEM and/or Aviation Authorities instructions;
- to Equipment which has been damaged or otherwise become defective due to corrosion resulting from, or related to improper storage, servicing, testing and/or inspections;
- to Equipment whose defect is not attributable to work performed or material supplied by Supplier ;
- to Equipment which has been disassembled, packed, repaired modified and altered by anyone other than Supplier or other than in accordance with Supplier's instructions.
- when defects are caused by normal wear and tear.

For the purpose of this Warranty, Equipment shall not be regarded as defective merely because some modifications, alterations or inspections thereof is required to be made by any manufacturer's service bulletins or airworthiness directives published by the Airworthiness Aviation Authorities or any other government's airworthiness authority after delivery of the equipment.

THE OBLIGATIONS AND LIABILITIES OF SUPPLIER EXPRESSLY STATED IN THIS WARRANTY (AND IN ANY AGREEMENT OF WHICH THIS WARRANTY MAY BE A PART) ARE IN LIEU OF, AND THE PURCHASER AND/OR PURCHASER UPON ACCEPTANCE OF ANY EQUIPMENT SHALL THEREBY AS A CONDITION OF SUCH ACCEPTANCE WAIVE, AS TO SUPPLIER AND ITS ASSOCIATED COMPANIES, ALL OTHER CONDITIONS AND WARRANTIES (WHETHER AS TO MERCHANTABILITY, FITNESS, QUALITY, STANDARD OF WORKMANSHIP, FREEDOM FROM DEFECTS OR OTHERWISE) AND GUARANTEES OR LIABILITIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND SUPPLIER AND ITS ASSOCIATED COMPANIES SHALL NOT BE LIABLE TO THE PURCHASER AND/OR PURCHASER IN RESPECT OF ANY INJURY, LOSS OR DAMAGE WHETHER SPECIAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR SAVINGS, LOSS OF USE OR LOSS OF DATA) AND WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE,

This Warranty shall not be extended, altered or varied except by a written instrument executed by Supplier.

This Warranty shall not be transferred by the Purchaser to any third party.