



DUBLIN AEROSPACE LIMITED

GENERAL TERMS AND CONDITIONS OF SALE AND CONTRACT

Dublin Aerospace is a provider of aircraft maintenance and technical support services (including but not limited to overhaul, repair, reconditioning, inspection, servicing and testing) and shall, from time to time, supply services to the Customer as agreed under the terms of this Agreement and any other document agreed in writing between the Parties.

These General Terms and Conditions of Sale and Contract ("Agreement"), together with any other document agreed in writing between the Parties, shall constitute the entire agreement between the Company and the Customer to the exclusion of all other terms, conditions and warranties.

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1. DEFINITIONS AND INTERPRETATION

- 1.1. **Additional Services** means any Over and Above Work, Additional Work or other Services that are not included in the agreed Work Pack and which must be agreed upon in the form of an AWF signed by the Parties;
- 1.2. **Additional Work** means any work in addition to Over and Above Work;
- 1.3. **Agreement** means this General Terms and Conditions of Sale and Contract and all Schedules attached thereto;
- 1.4. **Aircraft** means the aircraft identified by registration and/or serial number in the relevant Work Pack;
- 1.5. **Airworthiness** or **Airworthy** means the condition of the Equipment or Part that meets its type design in that the Equipment or Part operates in a safe manner to accomplish its intended purpose;
- 1.6. **Airworthiness Directive** or **AD** means an order or direction issued by an Aviation Authority that must be complied with. This may require a Maintenance action prior to release to service or at a future date;
- 1.7. **Approved Standard** means a manufacturing/design/maintenance/quality standard approved by the competent Aviation Authority;
- 1.8. **Aviation Authority** means IAA, EASA, FAA and/or such other authority which has jurisdiction over the relevant Aircraft;
- 1.9. **AWF** means an Additional Work Form;
- 1.10. A Component which is **Beyond Economic Repair** means a Component whose repair cost exceeds 65% of its replacement cost.
- 1.11. **Business Day** means a day on which banks are open for business in Dublin;
- 1.12. **Certificate of Release to Service** or **CRS** means that the work being certified has been carried out in accordance with Part 145 and that the aircraft or the Equipment is considered ready for release to service;
- 1.13. **CMM** means the OEM's Component Maintenance Manual;
- 1.14. **Component** means any self-contained Part, combination of Parts, sub-assemblies or units which perform a distinctive function necessary to the operation of a system belonging to an aircraft;
- 1.15. **Consumables** means generally bulk-type materials such as fuel, lubricants, cements, compounds, paints, chemicals, dyes, splices, patches, etc., called out in Maintenance and Repair procedures for Equipment. These materials are items used only once.

Paints (primers & top coat lacquers) for a partial or full aircraft exterior painting are not Consumables and will be treated separately;

- 1.16. **Cost of Parts and Materials** means the total cost including purchase price and additional costs of bringing those Parts and Materials to their point of use in the provision of Services under this Agreement;
- 1.17. **Day** means a calendar day;
- 1.18. **Down Time** means the time, usually expressed in Days, from when the Equipment is accepted at the Facility by an authorised representative of Dublin Aerospace to the time when the CRS for the Equipment is signed;
- 1.19. **EASA** means the European Aviation Safety Agency or any successor thereto;
- 1.20. **Equipment** means the Aircraft or Component belonging to the Customer or Owner in respect of which Dublin Aerospace shall perform Services;
- 1.21. **Estimate** means a financial estimate of the cost of performing Services as specified in the Work Pack or Workscope agreed in writing by the Parties;
- 1.22. **Exchange Items** means any Part or Component that is repairable and that the Customer has agreed to take as a Serviceable Part or Component from Dublin Aerospace in replacement for the Customer's own Unserviceable Part or Component;
- 1.23. **Excusable Delay** means a delay, usually expressed in Days, in the performance of Services by Dublin Aerospace caused directly by (i) the Customer's failure to make timely decisions or to provide in a timely manner Technical Data, Maintenance Task Cards or other relevant documentation or information; or (ii) a delay caused by a Force Majeure Event;
- 1.24. **Expendable Part** means a Part of an aircraft identified by Part number for which no authorised repair procedure exists or for which the cost of repair would normally exceed that of replacement and which is therefore to be disposed of if Unserviceable and replaced;
- 1.25. **FAA** means the Federal Aviation Administration of the United States Department of Transportation or any successor thereto;
- 1.26. **Facility** means Dublin Aerospace's aircraft maintenance facility in Hangars 1 and 5, Dublin Airport, Ireland or such other location agreed in writing by the Parties;
- 1.27. **Federal Aviation Regulations** or **FARs** mean the rules, regulations, orders and policies of the FAA;
- 1.28. **Flight Cycle** means one (1) aircraft take off and landing;

- 1.29. **Flight Hour** means each hour or part thereof elapsing from the moment the wheels of the Aircraft leave the ground on take off until the wheels of the Aircraft next touch the ground;
- 1.30. **Force Majeure Event** means one or more events arising in the circumstances described by Clause 20 of this Agreement;
- 1.31. **IAA** means the Irish Aviation Authority or any successor thereto;
- 1.32. **IATA** means the International Air Transport Association or any successor thereto;
- 1.33. **Indemnified Parties** means Dublin Aerospace, its directors, officers, employees, agents, servants and subcontractors;
- 1.34. **Life Limited Part** means a part that has an established replacement criteria, inspection interval or related procedure specified in the Airworthiness Limitations section of the CMM or Customer's Maintenance planning document;
- 1.35. **Loan Equipment** means equipment loaned by Dublin Aerospace to the Customer;
- 1.36. **Loan Equipment Return Procedure** means the procedure whereby the Loan Equipment is redelivered to the Facility, inspected, repaired as required and recertified by Dublin Aerospace for release to service;
- 1.37. **Loan Term** means the period for which the Loan Equipment is on loan to the Customer;
- 1.38. **Losses** means any losses, costs, liabilities, damages, actions, claims proceedings, charges and expenses (including reasonable legal costs);
- 1.39. **Maintenance** means the work required to maintain the Equipment in, or return it to, Serviceable and Airworthy condition, whether through inspection, Overhaul, Repair, calibration, or replacement in accordance with the relevant CMM or manufacturer's approved Maintenance manual or in accordance with a designated airline's approved aircraft Maintenance manual where specified by the Customer;
- 1.40. **Maintenance Program** means the applicable maintenance program for any Equipment approved by the Aviation Authority;
- 1.41. **Maintenance Records** means records of details of Maintenance work carried out as defined in EASA 145.A.55;
- 1.42. **Materials** means raw stock and other supplies used or consumed in the performance of Services;

- 1.43. **MLP** means the manufacturer's current list prices of the Equipment and Parts;
- 1.44. **Modification** means the alteration of an Aircraft or Component in conformity with a CMM or an Approved Standard;
- 1.45. **Non-Routine Items** mean any additional tasks identified during the performance of work in accordance with the Work Pack which require additional Maintenance and which, once performed, allow Dublin Aerospace to return the Equipment to a Serviceable and Airworthy condition;
- 1.46. **OEM** means Original Equipment Manufacturer;
- 1.47. **Operating Hour** means one (1) hour of operation of the APU as measured by an hour meter or data memory module fitted to the APU or calculated by means of an approved APU to Flight Hour ratio;
- 1.48. **Over and Above Work** means work resulting from findings out of tasks included in the Work Pack which require additional labour hours to complete that are in excess of the man-hours cap included in the agreed Fixed Price for defect rectification;
- 1.49. **Overhaul** means the restoration of a used Component by inspection, test and replacement in conformity with an Approved Standard to extend the Component's operational life;
- 1.50. **Owner** means a party other than the Customer who shall be identified in writing by the Customer to Dublin Aerospace and who holds full legal and beneficial title to the Equipment and with whom the Customer has a contractual relationship which authorises the Customer to execute this Agreement with Dublin Aerospace;
- 1.51. **Parts** means one or more pieces joined together which cannot be disassembled without destruction of designed use;
- 1.52. **Proposal** means a commercial proposal prepared by Dublin Aerospace in response to a Request for Proposal submitted by the Customer;
- 1.53. **Purchase Order** means a numbered and dated written order submitted by the Customer to Dublin Aerospace confirming that the Customer wishes to purchase Equipment, Parts or Exchange Items from Dublin Aerospace at a specified price and on specified terms;
- 1.54. **Repair** means the Maintenance actions required to return Unserviceable Equipment to a Serviceable and Airworthy condition;
- 1.55. **Repair Order** means a numbered and dated written order submitted by the Customer to Dublin Aerospace confirming that Dublin Aerospace is to

proceed with the provision of a specified Service and providing complete details of same;

- 1.56. **Repairable Part** means a Part of an Aircraft which may be economical to repair to a Serviceable condition and where approved Technical Data is available to allow such a repair;
- 1.57. **Repairer's or Mechanic's Lien** means a lien on Equipment given by statute and/or general law to those who perform work or furnish materials in the improvement of that Equipment;
- 1.58. **Request For Proposal or RFP** means a request for a Proposal for provision of particular Services which is submitted by the Customer to Dublin Aerospace under the terms of this Agreement;
- 1.59. **Rotable Part** means a Part for an aircraft which may be economically repaired to a Serviceable condition and which in the normal course of operations is repeatedly rehabilitated to a Serviceable condition except when it is Beyond Economic Repair;
- 1.60. **Routine Items** means the tasks as defined in the Work Pack;
- 1.61. **Serviceable** means that the work specified was carried out in accordance with EASA Part 145 and in respect of that work the Equipment is considered ready for release to service;
- 1.62. **Services** means the services to be performed by Dublin Aerospace in accordance with the terms of this Agreement;
- 1.63. **Sole Loss Payee** means a party entitled exclusively to receive all proceeds of a Loss;
- 1.64. **Task Cards** means the cards detailing the tasks required by the Work Pack or Additional Services and are provided by the Customer to Dublin Aerospace or produced by Dublin Aerospace as required;
- 1.65. **Taxes** means all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem, excise, franchise, gross receipts, import, license, property, sales, stamp, turnover, use, or VAT and any and all items of withholding, deficiency, penalty, addition to tax, interest or assessment related thereto);
- 1.66. **Technical Data** means all approved technical documentation and instructions including but not limited to Maintenance manuals, structural repair manuals, illustrated parts catalogues, wiring diagrams and other approved technical documentation necessary to perform the Services;
- 1.67. **Technical Publications** means publications defined as 'approved data' under EASA Part 145;

- 1.68. **Time and Materials** means the basis for charging for Services provided as specified in Clause 11.4 of this Agreement;
- 1.69. **Turn Around Time** means Downtime less Excusable Delays;
- 1.70. **Unserviceable** means Equipment which is not Serviceable and which is not considered ready for release to service;
- 1.71. **VAT** means value added tax and any other similar sales, services, purchases or turnover tax or duty levied by any way by any competent authority;
- 1.72. **Work Pack** means the complete specification of work detailed on the level of individual tasks provided by the Customer;
- 1.73. **Workscope** means the extent of work accomplished by completion of the agreed Services and declared in the CRS;
- 1.74. Any technical words not defined under this Agreement shall, unless the context clearly indicates otherwise, have the same meanings as given in the latest edition of the World Airline Technical Operations Glossary (WATOG) published by IATA from time to time; and
- 1.75. Clause and other descriptive headings used in this Agreement (other than in the Schedules if the context so requires) are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. Whenever the context so requires, the usage of the singular shall be deemed to include the plural and vice versa.

2. SERVICES

- 2.1. The Services that Dublin Aerospace can provide to the Customer include but are not limited to the provision of;
 - 2.1.1. Aircraft Maintenance Services;
 - 2.1.2. APU Repair and Modification;
 - 2.1.3. Landing Gear Overhaul, Repair and Modification;
 - 2.1.4. Wheels and Brakes Overhaul, Repair and Modification;
 - 2.1.5. Overhaul, Repair and Modification of other aircraft components as listed on Dublin Aerospace's capability list;
 - 2.1.6. Loan of APU units;
 - 2.1.7. Loan of Landing Gear installations;

- 2.1.8. Exchange of Equipment and Parts ('Exchange Items');
- 2.1.9. Part 147 Training;
- 2.1.10. Other services as may be agreed from time to time in writing between the Parties.
- 2.2. The specific services to be provided in each individual case will be agreed and specified in the Work Pack, AWF or Workscope as appropriate.
- 2.3. Legally binding obligations to perform Services under this Agreement shall only be created if the Customer issues a Repair Order or Purchase Order which is accepted or rejected in writing by Dublin Aerospace.

3. REGULATORY REQUIREMENTS AND STANDARD OF SERVICES

- 3.1. Dublin Aerospace's Facility and all Services performed at that Facility shall be in compliance at all times with;
 - 3.1.1. All applicable laws, legislation and regulations including all applicable EASA regulations, FARs, ADs and environmental laws;
 - 3.1.2. Dublin Aerospace's EASA Part-145 maintenance organization approval certificate reference: IE.145.062 issued by the IAA, a member of EASA; and
 - 3.1.3. Dublin Aerospace's FAA Air Agency Certificate Number MEDY393G; and
 - 3.1.4. Dublin Aerospace's TCCA Approval Certificate Number 809-29; and
 - 3.1.5. The Customer's Maintenance Program which the Customer warrants has been approved by the Authority.
- 3.2. Dublin Aerospace shall allow inspectors of the Customer and the Customer's Aviation Authority reasonable access to the Facility to inspect the Services being rendered. Such inspectors may not require Dublin Aerospace to perform any Services or alter or vary the Services and only the Customer may request this in accordance with the terms of this Agreement. All such inspections shall be at the risk and expense of the Customer.

4. OBLIGATIONS OF THE CUSTOMER

The Customer undertakes to Dublin Aerospace that at the Customer's risk and expense it shall:

- 4.1. Provide all Technical Data, including an approved Maintenance Program and manual, together with Task Cards and forms, if requested to do so by Dublin Aerospace.
- 4.2. Respond with its decision on all matters referred to it by Dublin Aerospace within such time as Dublin Aerospace shall reasonably specify so as not to delay the provision of the Services.
- 4.3. Provide, to timescales reasonably specified by Dublin Aerospace, all necessary information required by Dublin Aerospace to fulfil its obligations under this Agreement.
- 4.4. Be responsible for all airport taxes, air traffic control fees, landing and parking fees, fees for ground handling services provided by third parties, freight, transport, packaging costs and all Taxes, duties, levies and other costs relating to the movement of Equipment subject to provision of Services, except where otherwise specified in this Agreement.
- 4.5. Satisfy all Customs and Excise requirements for the delivery of the Equipment or for the performance of the Services prior to presenting the Equipment to Dublin Aerospace for the provision of the Services except where otherwise specified in this Agreement.

5. DELIVERY AND REDELIVERY OF CUSTOMER EQUIPMENT

- 5.1. For the purposes of this Section 5, the meaning of Equipment shall include all additional materials and equipment that the Customer elects to supply
- 5.2. Unless otherwise agreed by the Parties in writing, the Customer shall bear all costs and risks relating to the delivery to the Facility and redelivery therefrom of the Equipment and of any additional materials or equipment that it elects to supply.
- 5.3. Documentation accompanying Customer Equipment
 - 5.3.1. The Equipment must be accompanied by the proper documentation and in sufficient copies as required by Dublin Aerospace. These documents and the number of copies required are listed in **Schedule B** to this Agreement but please note that additional documentation may be required on a case by case basis, in which case details will be provided to the Customer by Dublin Aerospace.

- 5.3.2. If inadequate documentation or insufficient copies thereof are provided, the Customer will be requested to provide same before the Equipment can be received into Dublin Aerospace stores.
- 5.3.3. A complete list of part numbers must be provided by the Customer at least one week in advance of the delivery of the Equipment in Excel format. This will allow Dublin Aerospace to input the part numbers in advance of delivery and therefore expedite the process of receiving in the Equipment.
- 5.3.4. Should a delay arise due to the Customer's failure to provide documentation as detailed in this Clause, this delay will be regarded as an Excusable Delay.
- 5.4. Custody and care of the Equipment shall pass from the Customer to Dublin Aerospace only upon receipt at the Facility's goods inwards store or other location as agreed in writing by the Parties and only upon signing of acceptance by an authorised Dublin Aerospace representative.
- 5.5. Upon completion of Services and provision of the CRS, the Customer shall take redelivery of the Equipment at the Facility in accordance with the terms of, and at the time specified in, the agreed Proposal. By written agreement of the Parties, Dublin Aerospace shall redeliver the Equipment to the Customer at a location reasonably specified by the Customer at the Customer's cost and risk.
- 5.6. Custody and care of the Equipment shall revert to the Customer on collection of same by the Customer or its authorised agent at the Facility's goods outwards store or other location as agreed in writing by the Parties and only upon signing out by an authorised Dublin Aerospace representative and signing of acceptance by the Customer or its authorised agent.
- 5.7. Unless the Customer otherwise directs, Dublin Aerospace will return all Technical Data at redelivery of the Equipment.
- 5.8. If for any reason the Customer is late in taking redelivery of the Equipment following completion of the Services, Dublin Aerospace will charge a storage or parking fee as appropriate for each day the Customer is late in taking such redelivery. Dublin Aerospace will not be responsible for the Equipment in these circumstances and sole risk and responsibility will rest with the Customer. Dublin Aerospace is under no obligation to provide such storage or parking and may refuse to allow the Equipment to be stored or parked where the Customer is late in taking redelivery.
- 5.9. If the quantity of work arising from the provision of the Services is found to be greater than was expected at the time of delivery and if the Customer considers that such work would result in an unacceptable delay in redelivery of the Equipment, the Customer shall have the right to instruct Dublin Aerospace not to proceed with such work but only insofar as in the

judgement of Dublin Aerospace that the Airworthiness of the Equipment is not impaired. The Customer shall be liable for all charges in respect of any work performed by Dublin Aerospace.

6. AIRCRAFT MAINTENANCE SERVICES

- 6.1. The following procedure will be followed by the Parties each time that the Customer wishes to avail of Aircraft Maintenance Services to be provided by Dublin Aerospace.
- 6.2. The Customer will issue a RFP, specifying in detail the Services it wishes Dublin Aerospace to provide and will provide all relevant information including the Work Pack that Dublin Aerospace will require in order to prepare a Proposal.
- 6.3. Based on the RFP and the preparation of an Estimate based on the Work Pack provided, Dublin Aerospace will prepare and issue a Proposal to the Customer specifying the proposed operational and commercial terms for the Services to be performed, including charges and credit terms.
- 6.4. Following review of the Proposal and agreement of terms, the Customer will at its sole discretion issue a Repair Order which will reflect the final agreed details of the Proposal and which Dublin Aerospace will provide written acceptance of within three (3) Business Days of receipt.
- 6.5. If the Services the Customer wishes Dublin Aerospace to provide have already been agreed in a previous Proposal a new RFP is not required and the Customer will provide a Work Pack, Repair Order and any other relevant information.
- 6.6. Dublin Aerospace reserves the right to amend or withdraw the Proposal at any time prior to agreeing the final Work Pack with the Customer.
- 6.7. Dublin Aerospace and the Customer shall maintain ongoing communication during performance of the Services by Dublin Aerospace. In particular, Dublin Aerospace will notify the Customer of any event which causes an Excusable Delay and shall not be liable for any delay in redelivery of Equipment due to that event.
- 6.8. Work Pack and Additional Services
 - 6.8.1. Aircraft Maintenance Services will be performed in accordance with the Work Pack provided by the Customer and agreed by Dublin Aerospace.
 - 6.8.2. Any task not included in the agreed Work Pack is an Additional Service and consists of either Over and Above Work or Additional Work.

- 6.8.3. If Dublin Aerospace believes that an Additional Service is necessary or if the Customer wishes Dublin Aerospace to perform such an Additional Service, Dublin Aerospace will deliver an AWF to the Customer. The Customer shall use its best efforts to sign to accept or reject the AWF within three (3) Business Days except during the applicable Down Time when the Customer shall sign or reject the AWF no later than twelve (12) hours after it has been delivered to avoid any delay in the Services being performed.
 - 6.8.4. Dublin Aerospace may render Additional Services even if such Services are not included in the Work Pack and the Customer has not signed an AWF where Dublin Aerospace provides evidence that such work is necessary for the continuing Airworthiness of the Aircraft. In such case, Dublin Aerospace shall seek the Customer's subsequent written approval as soon as possible, but in any case prior to redelivery of the Aircraft, and the Customer shall not unreasonably withhold such approval.
 - 6.8.5. Other than for Additional Services which must be rendered where necessary for continuing Airworthiness of the Aircraft, Dublin Aerospace shall make reasonable efforts to render Additional Services but is not obliged to do so, particularly where it can be anticipated that such work will cause a delay in redelivery of the Aircraft or that Materials, tools and adequate personnel or other resources will not be available during the applicable Down Time.
 - 6.8.6. If any Additional Services require a substantial procurement of Materials and/or incur high engineering and/or production expenses, Dublin Aerospace may request payment in advance for such Additional Services.
 - 6.8.7. Dublin Aerospace shall not be held responsible for any delay in redelivery of the Aircraft if the Customer does not agree to the Additional Services offered through an AWF and if the non-performance of such work affects the Airworthiness of the Aircraft.
- 6.9. Down Time
- 6.9.1. The Parties shall agree on the planned Down Time for each Work Pack.
 - 6.9.2. The Customer shall pay a non-refundable deposit in order to reserve a Down Time slot. This deposit is to be agreed by the Parties on a case by case basis. If the deposit is not received in Dublin Aerospace's bank account by the close of business on the due date, Dublin Aerospace may allocate the Down Time slot to another customer.
 - 6.9.3. The agreed Down Time slot is binding only if the Aircraft is delivered to Dublin Aerospace on time and the Customer has paid the deposit by the due date.

- 6.9.4. Dublin Aerospace is not responsible if the Down Time is longer than agreed due to:
- 6.9.4.1. Unusual major defects on airframe, systems, engines or Components having to be rectified; or
 - 6.9.4.2. Material and/or documents ordered through the Customer (either from the Customer's stocks or from other suppliers) being delivered late, incomplete or not at all; or
 - 6.9.4.3. the Aircraft being delivered to Dublin Aerospace other than in accordance with the terms agreed by the Parties.
- 6.9.5. Dublin Aerospace may extend the Down Time where required by the performance of any Additional Services. Dublin Aerospace will consult with the Customer in advance in such cases and in all cases will use its best efforts to minimise any extension of the Down Time.

6.10. Late Delivery of the Aircraft

- 6.10.1.1. If the Customer does not deliver the Aircraft on time, Dublin Aerospace may;
 - 6.10.1.2. Extend the Down Time; or
 - 6.10.1.3. Following consultation with the Customer, perform only a part of the Services provided the Aircraft can be re-delivered in an Airworthy condition; or
 - 6.10.1.4. Refuse to perform any Services if no alternative Down Time slots and/or resources are available.
- 6.10.2. If Dublin Aerospace is in a position to perform the Services during the reduced Down Time by use of extended working hours including weekend work, the Parties shall agree in writing on the additional costs.
- 6.10.3. If the Aircraft arrives before the agreed Down Time slot is due to start and as a result requires to be parked, Dublin Aerospace is not responsible for such parking or any other resulting charges. Dublin Aerospace may allow the Aircraft to be parked on its parking area for the period prior to the commencement of the agreed Down Time in return for a daily parking fee to be paid by the Customer.

6.11. Third Party Services

- 6.11.1. The agreed Down Time is for the sole purpose of Dublin Aerospace performing the Services. If the Customer wishes that a third party performs any work on the Aircraft during the Down Time, the Customer shall request Dublin Aerospace's written approval in advance. This request shall include information about the third party including the services it provides, manpower, tooling, docking requirements and certification procedures. If the Parties agree on such third party services, the Customer shall pay Dublin Aerospace for any costs it incurs as a result, including any costs of resources which cannot be effectively reallocated due to the Customer engaging the third party services.
- 6.11.2. The Customer shall indemnify Dublin Aerospace from any Losses caused directly by the third party during the third party's performance of services at the Facility. Any delays in Downtime due to the third party's services shall be attributable to the Customer.
- 6.11.3. The Customer shall have arrangements in place with a third party for the provision of fuelling services, including de-fuelling, storage and re-fuelling. Alternatively Dublin Aerospace may arrange for the provision of such services on behalf of the Customer at the Customer's expense. If a Maintenance action requires de-fuelling the Aircraft, a fuel test is required. If a fuel test results in the fuel needing to be disposed of, Dublin Aerospace may request the third party to dispose of the fuel at the Customer's expense.

7. AIRCRAFT COMPONENT SERVICES

- 7.1. Aircraft Component Services include the following Services;
 - 7.1.1. APU Repair and Modification
 - 7.1.2. Landing Gear Overhaul, Repair and Modification
 - 7.1.3. Wheels and Brakes Overhaul, Repair and Modification
 - 7.1.4. Overhaul, Repair and Modification of other Components as listed on Dublin Aerospace's capability list
- 7.2. The following procedure will be followed by the Parties each time that the Customer wishes to avail of the above Services to be provided by Dublin Aerospace.

- 7.3. The Customer will issue a RFP, specifying in detail the Services it wishes Dublin Aerospace to provide and will provide all relevant information that Dublin Aerospace will require in order to prepare a Proposal.
- 7.4. Based on the RFP, Dublin Aerospace will prepare and issue a Proposal to the Customer specifying the proposed operational and commercial terms for the Services to be performed, including the proposed Turn Around Time, charges and credit terms.
- 7.5. Following review of the Proposal and agreement of terms, the Customer will at its sole discretion issue a Repair Order which will reflect the final agreed details of the Proposal and which Dublin Aerospace will provide written acceptance of within three (3) Business Days of receipt.
- 7.6. If the Services the Customer wishes Dublin Aerospace to provide have already been agreed in a previous Proposal a new RFP is not required and the Customer will provide a Repair Order.
- 7.7. Where relevant, upon receipt and inspection of the Equipment at the Facility, Dublin Aerospace will prepare a detailed Estimate which may result in revisions to the Proposal.
- 7.8. Following completion of the Estimate and before any further steps are taken, the Customer must confirm in writing which course of action it wishes Dublin Aerospace to take with the Equipment, which will usually consist of one of the following;
 - 7.8.1. Provision of the Services in accordance with the Estimate; or
 - 7.8.2. Reassembly of the Equipment at an additional cost to be specified by Dublin Aerospace and return to the Customer; or
 - 7.8.3. Return of the Equipment in a disassembled state to the Customer; or
 - 7.8.4. Scrapping of the Equipment.
- 7.9. If the Customer decides not to accept the Estimate, Dublin Aerospace will prepare and issue an invoice for the work performed to date and this must be paid by the Customer before redelivery of the Equipment to the Customer.
- 7.10. Dublin Aerospace reserves the right to amend or withdraw the Proposal or Estimate at any time prior to agreeing a Workscope with the Customer.
- 7.11. Dublin Aerospace and the Customer shall maintain ongoing communication during performance of the Services by Dublin Aerospace. Dublin Aerospace will notify the Customer of any event which causes an Excusable Delay and shall not be liable for any delay in redelivery of Equipment due to that event.

8. DUBLIN AEROSPACE LOAN EQUIPMENT

- 8.1. At all times, title to the Loan Equipment shall remain with either Dublin Aerospace or with the owner of the Loan Equipment if a different party.
- 8.2. The Customer shall not allow any lien, encumbrance, conveyance or any other thing to affect the title or any rights of Dublin Aerospace in respect of the Loan Equipment.
- 8.3. The Loan Term commences when the Loan Equipment leaves the Facility and ends when the Loan Equipment is redelivered in accordance with Clause 8.14 and signed in by an authorised Dublin Aerospace representative at the Facility's goods in store or other location as agreed by the Parties.
- 8.4. Dublin Aerospace shall deliver the Loan Equipment to the Customer unless otherwise agreed by the Parties. The cost and risk of such delivery shall be agreed by the Parties on a case by case basis.
- 8.5. Custody and care of the Loan Equipment shall pass from Dublin Aerospace to the Customer only upon receipt at the Customer's goods inwards store or other location as agreed in writing by the Parties and only upon signing in by an authorised Customer representative.
- 8.6. The Customer shall redeliver the Loan Equipment to the Facility at the Customer's cost and risk.
- 8.7. Custody and care of the Equipment shall revert to Dublin Aerospace only upon receipt at the Facility's goods inwards store or other location as agreed in writing by the Parties and only upon signing in by an authorised Dublin Aerospace representative.
- 8.8. The Customer shall be responsible for all costs associated with the installation and removal of the Loan Equipment.
- 8.9. During the Loan Term, the Customer shall maintain the Loan Equipment in accordance with all applicable requirements of all relevant regulatory agencies including EASA regulations, FARs, ADs and environmental laws as well as the requirements and recommendations of the manufacturer of the Loan Equipment and any specific instructions of Dublin Aerospace.
- 8.10. The Customer shall maintain the Loan Equipment in accordance with an approved Maintenance schedule. Such Maintenance shall include but not be limited to unscheduled Maintenance, rectification, line Maintenance and replacement of Components and Parts as may be required.
- 8.11. The Customer shall advise Dublin Aerospace and obtain its approval before commencing unscheduled Maintenance to the Loan Equipment which is not in accordance with the manufacturer's Maintenance manual. The Loan Equipment shall be returned to Dublin Aerospace in Serviceable

condition, at a similar Modification status and in compliance with any applicable ADs at the end of the Loan Term.

- 8.12. During the Loan Term the Customer shall update the technical records relating to the Loan Equipment as required by Dublin Aerospace.
- 8.13. All replacement Parts fitted to the Loan Equipment by the Customer shall be free and clear of all liens and encumbrances. They must be in a Serviceable condition, have similar Modification status as the Parts being replaced, be AD compliant and be certified by an EASA or FAA approved repair facility. In the case of replacement Life Limited Parts, full traceability must be available. These replacement Parts shall become the property of Dublin Aerospace upon installation on the Loan Equipment, following which the removed Parts will immediately become the property of the Customer unless otherwise agreed between the Parties.
- 8.14. The Loan Equipment shall be returned to Dublin Aerospace in Serviceable condition at the end of the Loan Term in the original or equivalent shipping containers provided with the Loan Equipment. Return must be made as soon as is practicably possible following removal of the Loan Equipment from the Aircraft.
- 8.15. Notwithstanding any provision to the contrary contained elsewhere in this Agreement, the Customer shall be responsible for all Loss or damage caused to the Loan Equipment while it is in its custody and care arising from;
 - 8.15.1. Any omission of Maintenance or improper Maintenance; or
 - 8.15.2. Any repair, storage, installation, inspection, servicing, packing, removal and/or operation; or
 - 8.15.3. Any Loss, accident, foreign object damage, or other event.
- 8.16. In the event of any such Loss or damage, the Customer shall, with the prior approval of Dublin Aerospace, pay or arrange for the payment in the currency to be specified by Dublin Aerospace, of all charges necessary to;
 - 8.16.1. Replace the Loan Equipment with another of similar condition, Modification status and age; or
 - 8.16.2. Repair the Loan Equipment in accordance with the latest revision of the OEM CMM.
- 8.17. The replacement Loan Equipment or repaired Loan Equipment must be acceptable to Dublin Aerospace.
- 8.18. In the event of the total loss of the Loan Equipment, the Customer shall make immediate payment in full to Dublin Aerospace for the full replacement value of the Loan Equipment.

- 8.19. The Loan Equipment shall be insured under the Customer's All Risks insurance for not less than its replacement value. The Customer shall supply copies of valid insurance certificates to Dublin Aerospace upon written request.
- 8.20. Dublin Aerospace is to be named (i) as Sole Loss Payee under the Aircraft's All Risks policies for its rights and interests in the Equipment; and (ii) as an additional insured on the Aircraft's liability policy.
- 8.21. Prior to termination of the Loan Term, Dublin Aerospace will, at the Customer's expense, perform the Loan Equipment Return Procedure. Any repair or replacement of Parts arising as a result of the Loan Equipment Return Procedure shall be invoiced to the Customer on a Time and Materials basis.

9. SUBCONTRACTING

- 9.1. Dublin Aerospace may subcontract Services in whole or in part to a third party, provided such third party has all requisite approvals and acceptances as an EASA Part 145 maintenance organisation for the relevant Services and complies with EASA Part-145.A.65 and 145.A.75.
- 9.2. Dublin Aerospace may subcontract certain Services to organisations that are not appropriately EASA-145 approved only if such organisations are under surveillance of the EASA approved quality system of Dublin Aerospace.
- 9.3. If Dublin Aerospace subcontracts any Services, it remains fully liable and responsible to the Customer for the proper rendering of Services pursuant to the terms and conditions of this Agreement.
- 9.4. If Dublin Aerospace subcontracts any Services, it shall allow the Customer reasonable access to technical information about the subcontractors involved (including quality monitoring information).
- 9.5. The Customer may require Dublin Aerospace to obtain its approval before subcontracting to a third party if it so wishes.

10. DESIGNATED CUSTOMER REPRESENTATIVE

- 10.1. Where appropriate, the Customer may assign a representative to the Facility who will have the authority to represent the Customer in relation to the Services being provided, including the authority to make changes in or additions to the Services by executing an AWF.

- 10.2. The Customer representative and authorised agents may perform quality surveillance (including audits) upon Dublin Aerospace, subject to reasonable prior consultation with Dublin Aerospace.
- 10.3. The Customer representative may defer all actions which do not affect Airworthiness. Deferrals will be in writing and will identify the nature of the limitation.
- 10.4. Dublin Aerospace will assist in obtaining a security pass for the Customer representative provided the Customer provides all information necessary to apply for that security pass. However, Dublin Aerospace shall not be responsible if there is a delay in granting the security pass or it is not granted.
- 10.5. The Customer and its representative undertake to comply with all rules and regulations of the local airport and state authorities in whose jurisdiction the Facility is located;
- 10.6. The Customer will be responsible for obtaining all visas required by its representative. Dublin Aerospace will however assist where necessary.
- 10.7. Dublin Aerospace will provide an office, printing, telephone and fax services to the Customer's representative at the Facility at the Customer's request. Telephone, fax and any other communication services provided will be recharged to the Customer at cost plus an agreed handling fee. The Customer will pay for all other expenses of its representative, including travel and accommodation.

11. DUBLIN AEROSPACE CHARGES

Dublin Aerospace's charges to the Customer will consist of one or more of the following;

- 11.1. Fixed Price is a fixed price payable for Services as specified in individual Proposals.
- 11.2. Not to Exceed (NTE) Price is a price payable for specified Services, being the lower of the amount specified as the NTE Price or the chargeable cost of the specified Services calculated on a Time and Materials basis.
- 11.3. Labour hours in excess of non-routine labour hours included in the Fixed Price or NTE Price;
 - 11.3.1. Each Fixed Price and NTE Price for Services will include a specified number of labour hours with respect to each Non-Routine Item required to complete those Services.

- 11.3.2. If any such Non-Routine Items require more labour hours to complete than the specified number of labour hours then the excess labour hours shall be charged on a Time and Materials basis and shall be added to the applicable Fixed Price.
- 11.4. Time and Materials is a charge based on a combination of the following elements;
 - 11.4.1. Time being an amount calculated by multiplying the actual number of labour hours performed under a Work Pack, Additional Services or Workscope by the appropriate hourly rate; and
 - 11.4.2. Materials being the Cost of Parts and Materials used in the performance of the Services plus an agreed mark-up; and
 - 11.4.3. Other costs as incurred.
- 11.5. Loan charge per Day or per period for Loan Equipment provided to the Customer.
- 11.6. Charge per Operating Hour or per Flight Cycle as appropriate for Loan Equipment provided to the Customer.
- 11.7. Exchange fee based on both of the following elements;
 - 11.7.1. A percentage of the MLP of the Exchange Item; and
 - 11.7.2. The repair cost of the Customer's Equipment or Part which is being replaced by the Exchange Item.
- 11.8. Other charges that will apply from time to time as agreed by the Parties.
- 11.9. If any Services require a substantial investment by Dublin Aerospace in Components, Parts or Materials or in production and engineering expenses, Dublin Aerospace may request upfront payment of such costs prior to commencement of such Services.
- 11.10. The monetary value of the charges agreed by the Parties will be specified in the individual Proposals.

12. INVOICING AND PAYMENT TERMS

- 12.1. Dublin Aerospace will issue invoices in accordance with Clause 11 above and in accordance with the individual credit terms agreed with the Customer for the particular Services being rendered.
- 12.2. All invoices issued shall be numbered and dated, shall reference the relevant Repair Order or Purchase Order and shall be accompanied by all

back-up information needed by the Customer to understand the basis of the invoices.

- 12.3. All invoices will be sent to the Customer's Accounts Payable address as specified in Schedule A to this Agreement.
- 12.4. The Customer undertakes to pay the invoices in accordance with the agreed credit terms.
- 12.5. The payment terms will be specified each time a particular Proposal is submitted to the Customer.
- 12.6. All payment must be made electronically to the appropriate bank account as listed in **Schedule C** to this Agreement. Dublin Aerospace will notify the Customer in writing of any changes that occur to said Schedule C. Payment in any other form must be agreed specifically by the Parties.
- 12.7. All payments to be made by the Customer shall be made without set-off, counter-claim or deduction for or on account of any present or future taxes, charges, levies, imposts, duties or withholdings. All bank charges charged by the Customer's bank are to be paid by the Customer.
- 12.8. Interest will apply with immediate effect on any late payments at a rate of 2% per month, charged proportionately for each Day the payments are overdue.
- 12.9. Invoice queries and disputes;
 - 12.9.1. Any query or dispute which the Customer may have in relation to an invoice must be submitted in writing to both the Commercial and Accounts Receivable departments in Dublin Aerospace within fourteen (14) Days following the invoice's date of issue and must detail in full the basis of the query or dispute .
 - 12.9.2. The basis of the query or dispute must be reasonable and substantial in nature.
 - 12.9.3. The Customer is entitled to withhold payment only in relation to the element of the invoice which is under query or dispute until the matter has been resolved satisfactorily.
 - 12.9.4. Both Parties will negotiate in good faith to resolve any invoice queries or disputes.
 - 12.9.5. Once the matter has been resolved satisfactorily, the Customer must pay the outstanding amount in accordance with the existing agreed credit terms.
- 12.10. If any payment under this Agreement is due on a day which is not a Business Day, the Customer must pay it on the following Business Day.

- 12.11. The ongoing provision of all Services is subject to the Customer paying all invoices issued by Dublin Aerospace in accordance with this Agreement, as modified by the terms of the agreed Proposal. Dublin Aerospace reserves the right to withdraw immediately the provision of Services if the Customer does not pay all invoices accordingly.

13. TAXES AND DUTIES

- 13.1. The Customer shall bear all Taxes levied on all payments due to Dublin Aerospace hereunder other than Taxes on income, gains or profits levied on Dublin Aerospace by any competent tax authority as a result of this Agreement.
- 13.2. All charges referred to in this Agreement are exclusive of any applicable VAT. If VAT is chargeable, the Customer shall pay to Dublin Aerospace an additional amount equal to the VAT provided the Customer is not obliged to self-assess VAT under the reverse-charge rule.
- 13.3. All payments by the Customer hereunder shall be made in full without any deduction or withholding whatsoever and free and clear of and without any deduction or withholding for or on account of any Taxes, except to the extent that any such deduction or withholding is required by law in effect at the time of the payment. If the Customer is compelled by law to make a deduction or withholding the Customer will ensure that the deduction or withholding does not exceed the minimum legal liability and the Customer shall pay to Dublin Aerospace such additional amounts as may be necessary to ensure that Dublin Aerospace receives a net amount equal to the full amount that would have been received had the payment not been made subject to such deduction or withholding.
- 13.4. The Parties shall endeavour to do all such lawful acts and things and sign all such lawful deeds and documents as either Party may reasonably request from the other Party to enable either or both of the Parties to take advantage of any applicable legal provision or any double taxation treaties.

14. LIEN

- 14.1. Without prejudice to any to the terms of this Agreement, Dublin Aerospace shall have a general and Repairer's or Mechanic's Lien over the Equipment, Parts, Components, Materials and all other property or goods owned or operated by the Customer or previously in the possession of the Customer which come into the possession or control of the Indemnified Parties for all amounts and liabilities of whatever kind due or becoming due to Dublin Aerospace from the Customer under this Agreement.

- 14.2. If payment of any undisputed amounts due to Dublin Aerospace referred to in this Agreement are not paid to Dublin Aerospace within ninety (90) days of the due date(s), Dublin Aerospace may from time to time and in such manner as it thinks fit enforce the Repairer's or Mechanic's Lien by selling or otherwise disposing of the Equipment, Parts, Components and all other property or goods owned or operated by the Customer, and Dublin Aerospace shall account to the Customer (or other persons entitled) for any balance remaining out of the proceeds of such sale or other disposal after deducting all sums at the time due and owing to Dublin Aerospace by the Customer and the expenses of such sale or other disposal. If Dublin Aerospace makes any such sale or other disposal, Dublin Aerospace shall not be liable for any Losses suffered by the Customer arising from any such sale or disposal.
- 14.3. Without affecting Dublin Aerospace's rights under this Clause, title to all Parts, Components and Materials supplied by Dublin Aerospace or any of its subcontractors in respect of the Equipment shall only pass to the Customer when the Customer has paid all amounts owed or that may become owing to Dublin Aerospace under this Agreement. If the Parts, Components or Materials have been installed but not paid for, Dublin Aerospace may have them removed and the cost of doing so will be added to the amount due to Dublin Aerospace from the Customer.

15. WARRANTIES

15.1. Representations and Warranties by both Parties

- 15.1.1. Each Party hereby represents and warrants that it is duly incorporated and validly existing under the laws of its country of incorporation, has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof and that the person(s) executing this Agreement on its behalf have been duly authorised to do so.
- 15.1.2. Each Party hereby represents and warrants that this Agreement is a legal and valid obligation binding upon such Party and is enforceable in accordance with its terms except as enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganisation, moratorium and other laws relating to or affecting creditors' rights generally and by general equitable principles and public policy.
- 15.1.3. Each Party hereby represents and warrants that the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, written or oral to which such Party is or by which it may be bound, or violate any law or regulation or any court, governmental body or administrative or other agency having authority over it.

15.1.4. Each Party hereby represents and warrants that its respective obligations pursuant to this Agreement will be carried out faithfully and carefully within the agreed specifications and timelines and in accordance with all applicable laws and regulations.

15.2. Additional Representations and Warranties by Dublin Aerospace

15.2.1. Dublin Aerospace warrants that the work carried out by it and its subcontractors under this Agreement will be free from defects in workmanship (a "Defect").

15.2.2. If a Defect covered by this warranty occurs, Dublin Aerospace agrees to rectify the Defect (or at Dublin Aerospace's sole discretion, to replace a defective Part) as soon as is possible at no additional charge to the Customer.

15.2.3. Dublin Aerospace is only liable to rectify Defects under warranty as follows;

15.2.3.1. Aircraft Maintenance Services: Defects which occur within a six (6) month period or within one thousand (1,000) Flight Hours being incurred following the date of issue of the relevant CRS, whichever occurs first;

15.2.3.2. APU Repair: Defects which occur within a twelve (12) month period or within one thousand five hundred (1,500) Operating Hours being incurred following the date of issue of the relevant CRS, whichever occurs first;

15.2.3.3. Landing Gear Overhaul: Defects which occur within a twenty four (24) month period or within five thousand (5,000) Flight Cycles being incurred following the date of issue of the relevant CRS, whichever occurs first;

15.2.3.4. Wheels and Brakes Overhaul: Defects which occur within a six (6) month period following the date of issue of the relevant CRS;

15.2.3.5. All other Services: Details to be specified in individual Proposals.

15.2.4. The Customer must report the Defect to Dublin Aerospace in writing as soon as is practical and in any case not more than thirty (30) Days after the Customer becomes aware of it. This warranty is limited to the rectification of the specific Defect notified.

15.2.5. Dublin Aerospace's warranty shall not apply in respect of any Equipment which;

- 15.2.5.1. Contains a Defect which has been caused by normal usage and wear and tear only;
 - 15.2.5.2. Has been operated, handled or stored otherwise than in accordance with the manufacturer's recommendations, an approved Maintenance schedule or the flight manual or the requirements of the Customer's Aviation Authority;
 - 15.2.5.3. Has been subject to any incident, accident, fire, abuse or misapplication; or
 - 15.2.5.4. Used in development or experimental running; or
 - 15.2.5.5. Has been subject to undue interference prior to dispatch to Dublin Aerospace for warranty repair; or
 - 15.2.5.6. Contains any Defect which the Customer is aware of which has not been notified in writing to Dublin Aerospace prior to commencement of Services.
- 15.2.6. Dublin Aerospace assumes no liability of whatever nature relating to Parts, Components or Materials which (a) have only been tested and/or have been installed by Dublin Aerospace or (b) were declared satisfactory but have not been restored, manufactured or repaired by Dublin Aerospace or its subcontractor. However, Dublin Aerospace shall assign (to the extent possible and at the Customer's cost) to the Customer any warranties it receives from manufacturers or suppliers of such Parts, Components or Materials.
- 15.2.7. Under the terms of this warranty, the Customer shall deliver, at his own expense, the Equipment to the Facility for the performance of a warranty assessment and possible repair.
- 15.2.8. Should the Customer select, for practical purposes including cost and convenience, to have the necessary work arising from the warranty provisions herein performed at a location other than the Facility then the Customer may, with the written agreement of Dublin Aerospace, decide to have this work undertaken in that location. Dublin Aerospace's liability in this case shall be limited to the reasonable cost of direct labour and equipment required effecting such work but shall not exceed in any case the cost that would apply if Dublin Aerospace carried out the work itself.
- 15.2.9. The above warranty is in lieu of and the Customer waives all other warranties, obligations and liabilities (express or implied) of Dublin Aerospace arising by law or otherwise with respect to or relating to;

- 15.2.9.1. The Services performed and Materials supplied by Dublin Aerospace's subcontractors and suppliers; or
 - 15.2.9.2. Any non-conformity or deficiency in any data or documents supplied in respect of this Agreement; or
 - 15.2.9.3. Any implied warranty of merchantability or fitness for purpose; or
 - 15.2.9.4. Any implied warranty arising from any course of performance or course of dealing or usage of trade; or
 - 15.2.9.5. Any warranty against patent infringement; or
 - 15.2.9.6. Any obligation, liability, right, claim or remedy in delict (tort) whether or not arising from the negligence of Dublin Aerospace; or
 - 15.2.9.7. Any obligation, liability, right, claim or remedy for Losses in respect of the Equipment or any of its Parts or Components or for the loss of the use, revenue or profit with respect to the Equipment, Part or Component or for any incidental or consequential Losses.
- 15.2.10. As Dublin Aerospace accepts responsibility subject to the terms of this Agreement for the work performed by any of its subcontractors, the Customer shall not make any direct claim against any of Dublin Aerospace's subcontractors for or in respect of any work subcontracted to them.
- 15.2.11. Dublin Aerospace warrants that all of the Services, Parts, Components and Materials it supplies under this Agreement conform to all applicable FARs, EASA Regulations and ADs.
- 15.2.12. Dublin Aerospace warrants that all Parts, Components and Materials are and will be free and clear from all liens, security interests, charges, encumbrances and other claims of any nature whatsoever.
- 15.2.13. All of the above warranties may not be extended, transferred or altered except by amendment in writing of this Agreement.
- 15.3. Additional Representations and Warranties by the Customer
- 15.3.1. The Customer warrants to Dublin Aerospace that it either owns the Equipment delivered to the Facility for the performance of the Services or otherwise has the unfettered right to enter into the Agreement with Dublin Aerospace for the performance of the Services.

- 15.3.2. The Customer shall indemnify Dublin Aerospace for any infringement of third party rights arising from the performance of the Services.

16. INDEMNITY AND LIMITATION OF LIABILITY

- 16.1. Except as provided otherwise in this Agreement and in the warranties set forth herein, the obligations and liabilities of Dublin Aerospace under this Agreement and the rights and remedies of the Customer under this Agreement are exclusive of and are accepted by the Customer in lieu of all other representations and warranties, express or implied, including warranties of merchantability or fitness for intended use or any other liability of any nature whatsoever in respect of Services or any other work rendered by Dublin Aerospace.
- 16.2. To the extent permitted by law, the Customer indemnifies, will reimburse and holds the Indemnified Parties harmless from and against all claims, demands, suits, judgements or causes of action including costs and expenses incidental thereto, for or on account of injury to or death of persons (including but not limited to employees, servants and agents of the Customer) or for loss of or damage to property including but not limited to the Aircraft on which the Customer Equipment or Loan Equipment is installed howsoever arising out of the performance or non-performance of this Agreement and of whatever nature (whether in agreement, tort, under statute or otherwise at law or in equity) unless due to the gross negligence or wilful misconduct of Dublin Aerospace.
- 16.3. Under no circumstances will the Indemnified Parties be held responsible for any loss of use, revenue or profit or any indirect, incidental or consequential damages, arising out of the performance under this Agreement.
- 16.4. Dublin Aerospace indemnifies, will reimburse and holds the Customer, the Owner, and their directors, officers, employees, agents and servants harmless from and against all claims, demands, suits, judgements or causes of action including costs and expenses incidental thereto for or on account of injury to or death of Dublin Aerospace personnel arising out of the performance or non-performance of this Agreement and of whatever nature (whether in agreement, tort, under statute or otherwise at law or in equity) unless due to the gross negligence or wilful misconduct of the Customer.
- 16.5. Without prejudice to the foregoing and for the avoidance of doubt all further conditions, warranties or representations which may be expressed or implied by statute, law in equity by trade usage or custom or otherwise in this Agreement or in relation to the supply of Services are hereby expressly excluded.

17. INSURANCES

- 17.1. Dublin Aerospace shall maintain insurance in respect of Aviation Liability (including Product Liability) for a combined single limit (bodily injury/property damage) including War and Allied Perils of an amount not less than four hundred million US dollars (USD 400,000,000) for any one claim or occurrence unlimited in all, but in the annual aggregate in respect of War and Allied Perils and Products Liability. Dublin Aerospace shall provide satisfactory evidence of such insurance cover to the Customer upon request.
- 17.2. The Customer shall be responsible for the insurance of the Equipment whilst in transit to or from the Facility at its full replacement value.
- 17.3. The Customer shall at the time of signing this Agreement provide evidence satisfactory to Dublin Aerospace that it has, or has caused to be, in full force and effect appropriate insurance, consistent with prevailing insurance market practice in respect of the Equipment and any aircraft to which such Equipment may be fitted (to be attached as **Schedule D** to this Agreement).
- 17.4. Such insurance shall include:
 - 17.4.1. Hull All Risks (including War) in respect of loss of or damage to the aircraft whilst flying or on the ground; and
 - 17.4.2. Spares All Risks in respect of any Equipment and Loan Equipment whilst not installed on an aircraft for agreed value or replacement cost as applicable. In the event of Loan Equipment being attached to an aircraft, the agreed value of such aircraft shall be increased by the agreed value or replacement cost, as applicable, of such Loan Equipment for the period of attachment. Dublin Aerospace shall, in respect of Loan Equipment whether attached to an aircraft or not be named as Sole Loss Payee and as an additional insured; and
 - 17.4.3. Aviation Third Party Liability and Comprehensive General Third Party Liability for a combined single limit (bodily injury/property damage), including war and allied perils, of an amount of not less than four hundred million US dollars (USD 400,000,000) any one occurrence unlimited in all, but in the annual aggregate in respect of war and allied perils.
- 17.5. The insurances at 17.4.1 and 17.4.2 above shall contain a waiver of all and any rights of subrogation against the Indemnified Parties.

- 17.6. The insurances at 17.4.3 above shall provide that;
- 17.6.1. Dublin Aerospace, its directors, officers, employees, servants, agents and subcontractors shall be included as additional assureds ('Dublin Aerospace Additional Insureds'); and
 - 17.6.2. Be primary and without right of contribution from any other insurance which may be available to or be carried by the Dublin Aerospace Additional Insureds; and
 - 17.6.3. Include a standard clause as to severability of interests; and
 - 17.6.4. Provide that in the interests of the Dublin Aerospace Additional Insureds, the cover provided shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person or party which results in a breach of any term, condition or warranty of the policy provided that the party so protected has not caused, contributed to or knowingly condoned the said act or omission; and
 - 17.6.5. Provide that the Dublin Aerospace Additional Insureds will not be responsible for any payment (including deductible), set off or assessment of any kind or any premiums in connection with the Customer's insurance coverage under this Agreement.
- 17.7. The Customer shall maintain or procure the maintenance in full force and effect of its policy for Aviation Third Party Liability and Comprehensive General Third Party Liability for the duration of this Agreement and for a period of two (2) years following its expiry or termination.
- 17.8. Certificates of Insurance evidencing the principal details of the Customer's insurance policies as detailed in this Clause shall be provided as an attachment to this Agreement in Schedule C.
- 17.9. Not less than 30 days advance written notice (or such other period as is available under a War Risks Policy) will be given to Dublin Aerospace of cancellation or adverse material alteration or reduction in the insured value or reduction in the value of the perils to be insured against.

18. EXPORT REGULATIONS

- 18.1. Both Parties shall comply with Irish provisions and requirements, as amended from time to time in respect of the export of goods, the Export Administration Regulations of the United States of America, and any other export or import control laws, regulations or obligations imposed by Ireland, the United States of America or any other country including the Customer's own insofar as they are applicable. The Party in breach of any such provision shall indemnify and hold harmless the other Party from and

against any and all claims, losses, damages, expenses, costs, demands, liabilities and proceedings suffered or incurred by such Party Aerospace and arising from or in respect of non-compliance by defaulting Party with any of the provisions of this Clause.

19. INTELLECTUAL PROPERTY

- 19.1. Title to and all intellectual property rights (including copyrights, trademarks, patents, registered design rights or design rights) in all documents or data (including plans, drawings, patterns or designs) supplied by the Customer to Dublin Aerospace for or under this Agreement, shall remain with the Customer or any third party which is entitled to such intellectual property right. The Customer must indemnify Dublin Aerospace against any Losses suffered by Dublin Aerospace arising from any infringement of any such intellectual property rights caused by the performance of any services provided or work done under this Agreement.
- 19.2. Title to and all intellectual property rights (including copyrights, trademarks, patents, registered design rights or design rights) in all documents or data (including plans, drawings, patterns or designs) supplied by Dublin Aerospace to the Customer for or under this Agreement, shall remain with Dublin Aerospace or any third party which is entitled to such intellectual property right. Dublin Aerospace must indemnify the Customer against any Losses suffered by the Customer arising from any infringement of any such intellectual property rights caused by the performance of any services provided or work done under this Agreement.

20. FORCE MAJEURE

- 20.1. Dublin Aerospace shall not be liable for any failure to perform its obligations under this Agreement where such failure is due to any cause beyond the control of Dublin Aerospace ('Force Majeure'), including but not limited to acts of God, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage, riots or other civil disturbances, floods or other unusually severe weather conditions, fires, explosions, expropriation or confiscation of facilities, acts of Government, strikes, lock outs, trade disputes causing cessation or slow-down of work, difficulties in obtaining fuel or materials, inability to procure material after due and timely diligence, late deliveries from sub-contractors or suppliers themselves subject to Force Majeure, breakdown of properly maintained machinery or any other cause beyond the reasonable control of Dublin Aerospace whether or not similar to the causes specifically mentioned herein.

- 20.2. In the event of Force Majeure, Dublin Aerospace shall promptly notify the Customer in writing of the cause and probable duration of any such failure, and shall take all reasonable measures to minimise the effects thereof.
- 20.3. If any delay or failure in performance arising from a Force Majeure event continues for a period of thirty (30) Days or more, either Party may terminate this Agreement by giving the other Party five (5) Business Days' notice in writing in accordance with Clause 25 of this Agreement.

21. CONFIDENTIALITY

- 21.1. Each Party agrees not to disclose any confidential information of the other Party to any third party (other than to the Owner where applicable) without the written consent of the other Party except where disclosure is required by law or the information is already in the public domain.
- 21.2. Each Party agrees not to include reference of any kind to the other Party in any advertising or promotional material without the written consent of the other Party, such consent not to be unreasonably held.
- 21.3. The obligations under this Clause shall survive any termination of this Agreement.

22. ASSIGNMENT

- 22.1. Neither Party may transfer any of the rights or obligations under this Agreement to any third party (other than to the Owner in the case of Clause 15, where applicable) without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed.
- 22.2. This Agreement remains binding upon each of the Parties and their respective successors and assigns.
- 22.3. Any change of ownership of Dublin Aerospace, any merger of Dublin Aerospace with or into any other entity or any transfer of all or substantially all of Dublin Aerospace's assets to another company, firm, partnership, individual or other entity shall constitute an assignment under the terms of this Clause.

23. SEVERABILITY

- 23.1. If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be held to be invalid or unenforceable then the remainder of this Agreement, or the

application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. GOVERNING LAW AND JURISDICTION

- 24.1. This Agreement in all respects shall be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree to submit to the jurisdiction of the Irish Courts.
- 24.2. Any dispute, controversy or difference between the Parties shall be resolved through mutual agreement if possible.
- 24.3. The Customer shall appoint an agent for service of process in Ireland (details to be provided in **Schedule E** to this Agreement).

25. COMMUNICATION AND NOTICES

- 25.1. English shall be the prevailing language in all communication between the Parties and in all written agreements signed by the Parties.
- 25.2. Any such notice or communication shall be deemed received if mailed by certified mail, with return receipt requested, five (5) Business Days after it is mailed; if sent by hand or courier, when it is delivered; if faxed, when the fax is sent with a clear transmission report; if by email, when received into the 'In Box' of the recipient and a "read receipt" returned to the sender.
- 25.3. Dublin Aerospace and Customer contact details are specified in Schedule A to this Agreement
- 25.4. Either Party may change its notice details by notice to the other Party given in accordance with the provisions of this Clause.

26. TERMINATION

- 26.1. This Agreement becomes effective immediately upon completion of signing by both Parties and remains in effect until at least one of the Parties gives twelve (12) months' written notice of its intention to terminate.
- 26.2. If any of the following events occur, either Party may terminate this Agreement with immediate effect by giving the other party written notice;

- 26.2.1. The other Party is in default in performing any of the terms and conditions of this Agreement and such default is not remedied within thirty (30) Days after written notice of such default is given to the other Party; or
- 26.2.2. The Customer does not pay any amount due under this Agreement within fourteen (14) Days following the due date of payment.
- 26.2.3. The other Party files for bankruptcy, becomes or is declared insolvent or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it.

27. ENTIRE AGREEMENT

- 27.1. This Agreement (including the Schedules attached hereto) sets forth;
 - 27.1.1. All of the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto with respect to the subject matter hereof
 - 27.1.2. Constitutes and contains the complete, final and exclusive understanding and agreement of the Parties with respect to the subject matter hereof;
 - 27.1.3. Cancels, supersedes and terminates all prior agreements and understanding between the Parties with respect to the subject matter hereof;
- 27.2. There are no covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties other than as set forth herein.
- 27.3. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless laid out in writing and signed by authorised representatives of both Parties.
- 27.4. This Agreement does not create a partnership, joint venture or agency.

End

SCHEDULE A:

DUBLIN AEROSPACE AND CUSTOMER CONTACT DETAILS

FOR DUBLIN AEROSPACE

COMMERCIAL:

Mr. Frank Burke
Head of Sales
Hangar 5, Dublin Airport, Ireland
Tel: +353 1 812 6897
Mob: +353 87 7445 665
frank.burke@dublinaerospace.com

ACCOUNTS RECEIVABLE:

Mr. Paul Walsh
Tel: +353 1 812 6420
paul.walsh@dublinaerospace.com

Ms. Paula Deegan
Tel. +353 1 812 6986
paul.deegan@dublinaerospace.com

Hangar 5, Dublin Airport, Ireland

FOR THE CUSTOMER

PROCUREMENT: Name: _____
Title: _____
Address: _____

Tel: _____
Mob: _____
Email: _____

ACCS. PAYABLE: Name: _____
Title: _____
Address: _____

Tel: _____
Mob: _____
Email: _____

SCHEDULE B:

DUBLIN AEROSPACE BANK DETAILS

Bank Name	National Irish Bank
Address	47 Main Street, Swords, County Dublin, Ireland
Swift Address	DABAIE2D
Sort Code	95-17-28
Currency	EURO
Account No.	90067377
IBAN	IE50DABA95172890067377
Currency	USD
Account No.	60069817
IBAN	IE78DABA95172860069817
Currency	GBP
Account No.	60069809
IBAN	IE03DABA95172860069809

SCHEDULE C:

LIST OF DOCUMENTS AND NUMBER OF COPIES OF EACH TO BE PROVIDED WITH CUSTOMER EQUIPMENT, INVENTORY AND OTHER EQUIPMENT

SCHEDULE D:

PLEASE ATTACH CUSTOMER'S CERTIFICATE(S) OF INSURANCE

SCHEDULE E:

**DETAILS OF CUSTOMER'S AGENT
FOR SERVICE OF PROCESS IN IRELAND**

Name: _____

Full Address: _____

Landline: _____

Fax: _____

Mobile: _____

Email: _____