

General Terms and Conditions

SAMCO Aircraft Maintenance B.V.: General Terms and Conditions for aircraft maintenance services and related services

Article 1: Definitions

The following definitions shall have the following meaning for all purposes of these General Terms and Conditions (hereinafter: the "General Terms"):

- Agreement: any and all written agreements, orders and change orders signed by the Customer and SAMCO authorizing SAMCO to perform Services;
- Aircraft: any aircraft owned, used, leased, operated or maintained by the Customer;
- Aviation Authority: the Civil Aviation Authorities of the Netherlands (CAA-NL) and/or the European Aviation Safety Agency (EASA), as the case may be;
- Customer: the individual or legal entity requesting SAMCO to perform the Services;
- Ex Works: Ex Works as defined in the Inco terms 2010 issued by the International Chamber of Commerce;
- Proposal: an offer or study, whether or not preliminary, prepared by SAMCO with regard to Services under consideration;
- SAMCO: SAMCO Aircraft Maintenance B.V., a company incorporated under the laws of The Netherlands, having its registered office at Maastricht Airport, Horsterweg 19, 6199 AC Beek, The Netherlands;
- Services: aircraft support services to be performed by SAMCO pursuant to the Agreement, which could include, among other things, (i) services with respect to maintenance, repair, overhaul, inspection or modification of Aircraft and aircraft parts, (ii) technical support services, such as continuing airworthiness services, logistic support services, ground handling services, man power services, design change services and training services, (iii) exchange services and rental/loan services for aircraft parts or other goods, and (iv) such other services requested by the Customer that SAMCO agrees to provide;

Article 2: General

The General Terms shall exclusively apply to all Services performed by, Proposals made by and Agreements entered into by SAMCO, irrespective of where the request of the Customer is made or where the Services are performed and irrespective of what is mentioned in purchase orders, letters, general conditions and other documents issued by or on behalf of the Customer, unless otherwise expressly stated by SAMCO in the relevant Proposal or Agreement in writing. The General Terms shall also apply to any additional or subsequent agreements between SAMCO and the Customer.

Article 3: Aviation Authority Requirements

The mandatory requirements or other regulations issued from time to time by the Aviation Authority and imposed on SAMCO shall be considered an integral part of the General Terms to the extent applicable to the Services. The parties accept as a joint responsibility that the Agreement shall ensure consistency with all requirements and obligations in effect pursuant to the aforesaid requirements or regulations, including required procedures and routines.

Article 4: Proposals/conclusion of agreement

- (1) Unless otherwise specifically indicated in the Proposal, Proposals of SAMCO shall be free of obligation. SAMCO may revoke any Proposals within 30 (thirty) working days of receipt of acceptance. All Proposals can be revoked even if they contain a date by which they must be accepted.
- (2) SAMCO may charge to the Customer the costs related to the preparation of a Proposal made at the request of the Customer if no order results from such Proposal.
- (3) Any order for Services made by the Customer shall only be binding on SAMCO after it has been confirmed in writing by SAMCO or after parties have signed the Agreement. When SAMCO's behavior towards the Customer indicates that the performance of the Services is actually being taken in hand, this shall also have the force of an Agreement.
- (4) Before carrying out Services, or at any time thereafter, SAMCO may require from the Customer that it will sign the Agreement, a copy of which will be returned to the Customer signed for acceptance by SAMCO. The absence of such a Agreement, however, shall not relieve the Customer from its obligations under the General Terms.
- (5) If the Customer requests SAMCO to render additional Services to the Customer and the price of such additional Services has not been specified in the Agreement, SAMCO shall invoice the Customer for SAMCO's then current selling prices to such Services.

Article 5: Standard of performance/delivery

- (1) The Services shall be performed in accordance with SAMCO's normal standards and practices taking into consideration the requirements as mentioned in article 3 of the General Terms and the requirements of the applicable original equipment manufacturers. SAMCO will take into account the Customer's special request as much as practicable.
- (2) SAMCO shall be entitled to subcontract or delegate any part of the Services without the Customer's consent.
- (3) If the Customer is obligated to pay an advance payment or give other security or if the Customer is required to deliver information and/or materials required for implementation, the delivery period shall not commence until the advanced payment or other security has been received in full by SAMCO or the information and/or materials have been made fully available to SAMCO. The Customer shall be responsible to ensure the timely and continuous availability, validity, completeness, reliability and accuracy of any and all documents, software or any other information in whatever form and

goods, the Customer is reasonably required to provide for the due performance of the Services by SAMCO. Inspection by SAMCO of the items furnished by the Customer shall not relieve the Customer from its responsibility there under.

(4) SAMCO will use all reasonable efforts to perform the Services within the agreed period of time. The delivery date being exceeded shall, however, not cause SAMCO to be in default or provide the Customer grounds to dissolve the Agreement, unless SAMCO fails to perform (part of the) Services within a reasonable period of time notified by the Customer in writing upon expiry of the agreed delivery date and the Customer cannot reasonably be expected to maintain (part of) the Agreement. SAMCO shall not assume any liability whatsoever in respect of the fact that the delivery period is exceeded.

(5) All goods and/or Services provided by SAMCO shall be delivered to the Customer Ex Works at such facility of SAMCO as designated by SAMCO. From the time of delivery, risk of loss or damage to such goods and/or Services provided by SAMCO to the Customer shall pass to the Customer.

(6) All goods to be delivered to the Customer or SAMCO shall be packed in suitable export packing generally in accordance with industry standards and practices and the packing documents shall indicate the Customer's purchase order number, quantity shipped, part number (where applicable), key word and total value. SAMCO shall place the goods and/or the Services to be provided by SAMCO at the disposal of the Customer at SAMCO's facility in accordance with article 5 (5) above and the Customer shall bear all costs and risks involved in taking the goods/and or Services from SAMCO's facility. If, in an exceptional case, SAMCO, upon the Customer's explicit written request, accepts in writing to arrange transportation (including transportation insurance) of certain goods, all costs and expenses incurred by SAMCO in connection therewith shall be for the Customer's account and SAMCO shall not be liable if such Customer's request is not or wrongly complied with by any reason whatsoever.

Article 6: Exclusivity

The Customer shall not (and shall cause its affiliates, representatives and agents not to) directly or indirectly instruct or allow any third party to supply services to the Customer similar to the Services ordered from SAMCO during the term of the Agreement.

Article 7: Inspection by the Customer

(1) Upon reasonable written notice to SAMCO, at reasonable times during SAMCO's business hours, and subject to compliance with SAMCO's health, safety and security requirements and at no cost to SAMCO, SAMCO shall permit the Customer and any representatives designated by the Customer in writing to SAMCO to visit SAMCO's facilities and inspect the performance of the Services during the execution of the Services, under the condition that such inspection in no way interferes with SAMCO's activities.

(2) Upon completion of the Services SAMCO will notify the Customer by means of a Certificate of Release, whereupon the Customer shall sign a Certificate of Acceptance within two (2) working days after issuance of such Certificate of Release, witnessing SAMCO's fulfillment of its obligations under the Agreement. SAMCO shall be deemed to have fulfilled all its obligations vis à vis the Customer upon expiry of the before mentioned two (2) working days, unless the Customer has filed with SAMCO any written justified rejection of the Services prior to such expiry. After signing the Certificate of Acceptance the Customer shall immediately take delivery of the goods to which the Services relate.

(3) Before signing the Certificate of Acceptance the Customer shall carefully check the Services performed by SAMCO for any defects. The Customer will notify SAMCO of any detected defects in writing immediately. The Customer will perform a test flight in the event the careful check of the execution of the Services with respect to an Aircraft may require so. Unless otherwise specifically indicated in the Agreement, all costs in relation to the test flight will be borne by the Customer. Failure to check the performed Services by SAMCO will deprive the Customer of its right to file any claim in respect of defects that could reasonably have been detected by close examination.

(4) If the Customer fails to sign the Certificate of Acceptance within the period mentioned in paragraph 2 of this article and/or fails to take delivery of the goods within this period, SAMCO may charge the Customer additional cost arising from or connected with such delay, including, but not limited to, costs incurred by SAMCO related to hangarage, packaging, unpacking, storage, parking and handling.

Article 8: Non-disclosure/Intellectual property rights

(1) The Customer acknowledges that all drawings, programs, engineering specifications, manuals, information, know-how and other technical data provided by SAMCO to the Customer or obtained by the Customer from SAMCO in connection with the performance of the Services (hereinafter collectively referred to as "Materials") shall be and remain the exclusive property of SAMCO and are deemed confidential information pursuant to paragraph 1 of this article 8. The Customer shall therefore not, in any form whatsoever, disclose any Materials to any third party or use such Materials without SAMCO's prior written consent. If any disclosure is required by any competent authority or by applicable law, the Customer shall (i) give sufficient advance notice of such disclosure to SAMCO in order to give SAMCO the opportunity to contest such disclosure and, (ii) use its best efforts to limit such disclosure, including a request for confidential treatment or implementing other means reasonably requested by SAMCO.

(2) SAMCO hereby reserves all rights in and to the Materials, including, but not limited to, any and all intellectual property rights therein, and all Materials shall be returned to SAMCO immediately upon termination of the Agreement for any cause whatsoever. The Customer shall not make any copies of the Materials, in whole or in part, and shall not produce or have produced any derivative works based on the Materials, without the prior written consent of SAMCO.

(3) No license under any patent right, copy right, design right, right relating to know how, software and the use of other computer programs, permits, grants, concessions, specifications, liens or whatever other intellectual property right in relation to the Materials or the Services is granted or implied by SAMCO exchanging, conveying and/or applying any computer programming information, software, Materials or other information pursuant to and/or in connection with the Services. All such intellectual property rights in relation to the Materials or the Services, provided by SAMCO to the Customer or produced by SAMCO as a part of the Services, shall, subject to the rights of any third party, reside with and / or accrue fully to SAMCO.

Article 9: Charges and taxes

- (1) The Customer shall pay SAMCO for the Services performed either on the basis of SAMCO's applicable rates effective on the commencement date of performance of the Services or on the basis of special rates agreed upon between SAMCO and the Customer in writing.
- (2) The Customer shall refund to SAMCO all costs and expenses made in connection with additional Services (to be rendered or spare parts or other items (to be) supplied, not included in the Agreement or Proposal.
- (3) Charges for supplying goods are Ex Works SAMCO's designated facility, goods cleared from customs, unless otherwise indicated by SAMCO.
- (4) The rates referred to in paragraph 1 of this article are subject to change at thirty (30) days written notice to the Customer.
- (5) Any and all taxes, duties and fees imposed by any authority on the Services to be rendered by SAMCO or on payments to be made by the Customer to SAMCO (with the exception of taxes imposed on SAMCO's net income by Dutch government) will be the Customer's sole and exclusive responsibility and will be payable exclusively by the Customer. The Customer further agrees to indemnify and hold SAMCO harmless from and against the payment of any and all such taxes, duties and fees and to repay the interest and penalties that may accrue or are otherwise incurred in connection with the Services.

Article 10: Payment/Security

- (1) All sums payable to SAMCO shall be paid by the Customer in full, without notice or demand being required and without protest, defense, set off or counterclaim and free and clear of all deductions or withholdings whatsoever within thirty (30) calendar days after the date of invoice (or within such other term of payment indicated in the Agreement) according to the mode of payment to be indicated by SAMCO. SAMCO may require advance payments or security acceptable to SAMCO for all payments due.
- (2) Before carrying out the Services, or at any time hereafter, the Customer shall at the first request of SAMCO provide for a bank guarantee, a deposit or some other security acceptable to SAMCO for all payments due by the Customer to SAMCO in relation to the Services. All bank charges and fees which arise out of or are related to such security shall be for the account of the Customer.
- (3) SAMCO will have the right to require payment of, or a security acceptable to SAMCO for all sums due before SAMCO's delivery of the Services or the goods to which the Services relate. If payment or security, as the case may be, is not received within the period stated by SAMCO, SAMCO shall have the right to suspend delivery and/or all its (other) obligations under the Agreement or to pursue any other remedy under the Agreement, including termination of the Agreement in whole or in part, without prejudice to its entitlement to compensation. SAMCO will not be responsible for or liable because of any delay resulting from executing the right as described in this paragraph.
- (4) All invoices of SAMCO shall be considered accepted and approved by the Customer, unless written notice of the contrary is given to SAMCO with fifteen (15) calendar days after the date of invoice.
- (5) In the event of failure to make prompt payment, the Customer shall be in default through the mere fact of it exceeding the term of payment and shall immediately be liable for interest at the rate of twelve (12) percent per annum or at the statutory interest rate - whichever is higher - on the amount outstanding. Claiming or refraining from such interest shall not prejudice any other rights of SAMCO under the Agreement or at law.
- (6) Payments will be made in the currency (currencies) in which SAMCO's applicable rate(s) is quoted to the Customer, unless otherwise indicated by SAMCO. Payment will be made by transfer at the expense of the Customer to bank accounts indicated by SAMCO. All bank charges and fees which arise out of or are related to any payment made by the Customer to SAMCO shall be for the account of the Customer.
- (7) All costs, both extra judicial and judicial (including the costs of legal assistance), incurred by SAMCO in enforcing its rights against the Customer, shall be for the account of the Customer.
- (8) The amount owed by the Customer to SAMCO under the Agreement/ shall be directly due in full in the event of:
 - a. a decision by the Customer to request for suspension of payments or bankruptcy or the Customer being the subject of a request for suspension of payments or bankruptcy filed by a third party;
 - b. a decision by the Customer to liquidate its business or partly or wholly discontinue or transfer its business;
 - c. the dissolution of the Customer's company;
 - d. an attachment on all or any part of the Customer's assets served on the Customer;
 - e. the Customer's failure to make prompt payments to SAMCO when due under the Agreement on more than two occasions; and,
 - f. the Customer's failure to comply with any other obligation under the Agreement and to cure the same within seven (7) days of receipt of written notice thereof from SAMCO.
- (9) Payments by or on behalf of the Customer shall first settle the extra judicial costs due and the legal costs due, then the interest due and subsequently, in age order, the outstanding principle claim, regardless of the statements made by the Customer to that effect.
- (10) Ownership of goods supplied by SAMCO to the Customer shall remain vested at SAMCO until the Customer has paid all amounts due to SAMCO by virtue of or in connection with the Services. In the event of any failure to make payment in time, SAMCO shall be entitled to recover without authorization the goods belonging to it, wherever they may be located.
- (11) Settlement by the Customer against a counter claim shall only be permitted in so far as the counter claims is explicitly acknowledged by SAMCO or has been irrevocably established in law.

Article 11: Rented items and exchange items

- (1) If the Customer wishes to rent an item or receive an exchange item in exchange for a core unit it shall issue an order detailing the required item or unit number. Once SAMCO's quotation for such loan or exchange (including SAMCO's repair costs of returning the core unit to a serviceable condition) is accepted by the Customer, the Customer and SAMCO shall enter into a separate loan Agreement or exchange Agreement for such loan or exchange, as the case may be.
- (2) Any expenses incurred by SAMCO related to packing, shipping, transportation, custom clearance and inspection, if applicable, of the rented item, exchange item or core unit shall be charged by SAMCO to the Customer.

(3) Any item rented out to the Customer shall be returned by the Customer at its expense to SAMCO's designated facility as indicated by SAMCO in the Agreement, in good order and condition, ordinary wear and tear excepted, on or before the agreed date. Core units (to be replaced by exchange items) shall be returned by the Customer at its expense to SAMCO's designated facility as indicated in the Agreement, within the period specified in the Agreement.

(4) Article 10 of the General Terms applies to all payments to be made by the Customer in relation to the rented or exchange items.

(5) The Customer shall provide for the benefit of adequate insurances for the items rented out or exchanged by SAMCO to the Customer, as of the moment of signing the Certificate of Acceptance as mentioned in article 7 of the General Terms. Paragraph 2, 3 and 4 of article 14 of the General Terms apply to the insurances provided for by the Customer for the items rented.

Article 12: Force majeure: cancellation of Services

(1) SAMCO shall not be responsible for any failure or delay in the performance of the Services or any of its obligations under the Agreement if such failure or delay arises from any cause or circumstance beyond SAMCO's reasonable control, including, but not limited to any of the following force majeure events ("Force Majeure Events"): Acts of God, fire, seizure, strikes, labor stoppage, slowdown, sickouts, lockouts, or other industrial disturbances, acts of the public enemy, acts of terrorism, national emergency, war, warlike situations, insurrection, shutdown of airspace, embargoes, sabotages, revolts, occupations, blockades, riots, civil disturbance, epidemics, quarantine, bad weather unfavorable for aircraft operations, lightning, earthquakes, the elements, floods, tornadoes, explosions, emissions of dangerous substances or gases, failure of public utilities, mechanical or electrical failures, shortages of raw material, government acts, measures, regulations or orders affecting or prohibiting performance of the Services such as restrictions or prohibitions on transport, import, export or production, sickness on the part of SAMCO or its staff, delays or shortcomings by subcontractors, carriers, manufacturers or suppliers and any other causes or circumstances not within the reasonable control of SAMCO.

(2) Upon occurrence of a Force Majeure Event, SAMCO shall give prompt notice to the Customer of such event. Upon giving such notice, and continuing during the period of a Force Majeure Event, all obligations of SAMCO under the Agreement affected by such Force Majeure Event shall be suspended until such event is no longer materially affecting the Services to be rendered thereunder.

(3) If, for whatever reason including a Force Majeure Event, an Aircraft, Aircraft instruments, power plants, aircraft parts or other objects of the Services, are not made available to SAMCO on the date agreed, or if any other Services ordered by the Customer are cancelled by the Customer on or after the date agreed, the Customer will have to pay SAMCO for labour costs as from such date agreed, unless (1) SAMCO can use the manpower assigned to this work for other assignments, or (2) the Customer has notified SAMCO in writing at least forty eight (48) hours before such date agreed that such availability will either be delayed or cancelled or that such order will be cancelled.

Article 13: Liability and indemnity

(1) Neither SAMCO nor its affiliates, agents, contractors and sub-contractors (of any tier) and each of their respective directors, officers, employees and other personnel, shall be liable towards the Customer for any damage, loss, injury or death whatsoever sustained by or claims filed against the Customer in connection with or arising from the Services.

(2) The Customer shall waive any rights of recourse and shall save, defend, indemnify and hold SAMCO and its affiliates, agents, contractors and sub-contractors (of any tier) and each of their respective directors, officers, employees and other personnel harmless against any and all claims or liabilities, including any claim for damage or loss of property of third parties or damage or loss of property of the Customer (including the Aircraft) as well as any claim for mental or physical injury sustained by, or death of, third parties or the Customer's personnel, regardless whether liability of SAMCO may arise under contract or law during or after the performance of the Services, and the Customer shall assume all costs and expenses incident thereto (including legal fees in defending such claims and liabilities) except in case of proven willful misconduct of SAMCO.

(3) Neither SAMCO nor its affiliates, agents, contractors and sub-contractors (of any tier) and each of their respective directors, officers, employees and other personnel shall be liable towards the Customer for any piece of advice given in relation to the Services.

(4) SAMCO and its affiliates, agents, contractors and sub-contractors (of any tier) and each of their respective directors, officers, employees and other personnel shall in no event be liable for any indirect or consequential damages, including but not limited to the loss of use, revenue or profit.

(5) The Customer shall save, defend, indemnify and hold SAMCO and its affiliates, agents, contractors and sub-contractors (of any tier) and each of their respective directors, officers, employees and other personnel free and harmless from all liabilities and expenses arising from any patent infringement in connection with the sale and/or delivery of goods ordered by the Customer.

Article 14: Insurances

(1) All Aircraft, equipment, parts and other items which are the object of Services and/or which pursuant thereto are in SAMCO's custody or control will not be insured by SAMCO and shall remain entirely at the risk of the Customer who shall ensure that all such property is fully insured against loss or damage and against third party liability risks.

(2) The Customer shall maintain in full force and effect during the term of the Agreement policies of insurance with internationally reputable insurers of good standing and according to industry standards on such conditions and in such manner as provides adequate coverage for all the risks of the business of the Customer and at all times as shall be reasonably satisfactory to SAMCO as follows:

- a. Hull and Spares All Risks of loss and damage for the agreed value of any Aircraft and the agreed value of any item rented or exchanged by SAMCO to the Customer;
- b. Hull and Spares War and Allied Risks as excluded by the War, Hijacking and other Perils Exclusion Clause (AVN 48B) other than paragraph (b) thereof for the agreed value of any Aircraft and the agreed value of any item rented or exchanged by SAMCO to the Customer;
- c. Aircraft Third Party, Passenger, Baggage, Cargo, Mail and Aviation General Third Party Legal Liability (including Premises, Hangar keepers and Products Liability).

(3) On or before the commencement date of the Services, the Customer shall deliver to SAMCO a certificate of insurance in a form acceptable to SAMCO evidencing the above insurances and incorporating the following special provisions:

- a. SAMCO, its affiliates, agents, contractors and sub-contractors (of any tier) and each of their respective directors, officers, employees and other personnel, are included as additional insureds for their respective rights and interests, and will receive protection from the policy in the same manner as if there were a separate policy covering each insured and additional insured under such insurance;
- b. Insurers agree to waive all rights of subrogation against SAMCO, its affiliates, agents, contractors and sub-contractors (of any tier) and each of their respective directors, officers, employees and other personnel, to the extent of their respective rights and interests.
- c. To the extent that it falls within the scope and period of the above insurances, liability assumed by the insured pursuant to the General Terms is insured hereunder;
- d. The insurance afforded to the additional insureds under such insurance shall be primary insurance and without right of contribution from any other insurance which may be available to the additional insureds;
- e. In relation to the interests of each of the additional insureds, the insurances shall not be invalidated by any act or omissions of any other party, and shall insure the interests of each of the additional insured regardless of any breach or violation by any other party of any warranty declaration or condition contained in such insurances; and
- f. Insurers shall provide 30 days' notice of cancellation or modification of the Customer insurances and seven (7) days' notice or such lesser period as is required under the above War and Allied Perils insurance.

(4) The Customer shall ensure that the above insurance in relation to property damage to any rented or exchanged items or other parts or equipment supplied by SAMCO to the Customer prior to full payment of invoices shall name SAMCO as sole loss payee in the event of loss of or damage to such property.

Article 15: Warranty

(1) SAMCO warrants that the goods supplied hereunder, when performing the Services, shall be free from defects of material or workmanship ("Defects") until the earlier of three (3) months or three hundred (300) flying hours (the "Warranty Period"). This warranty will not apply if SAMCO terminates the Agreement for breach or default by the Customer. It is also specifically understood that SAMCO carries no warranty whatsoever on any goods, items or spare parts not manufactured by SAMCO.

(2) If any Defect appears in any work performed by SAMCO or any part supplied by SAMCO of its own manufacture proves defective, SAMCO warrants to adjust or repair such work or to replace the part concerned by a fully serviceable part at no cost to the Customer, provided:

- a. The warranted item has been used under normal conditions and/or intended use and has not been subject to misuse, neglect, accident and/or ingestion of foreign materials and has not been repaired or altered by anyone other than SAMCO;
- b. There shall have occurred no breach or default by the Customer under the Agreement;
- c. The Defect in the work performance or in the parts supplied has reasonably been proved to have occurred within the Warranty Period, unless otherwise agreed between parties in writing;
- d. The Customer files its claim promptly in writing on establishing the Defect in question making notice of the nature and ground of the claims along with proof reasonably satisfactory to SAMCO that the claimed Defect is due to a matter covered by the first paragraph of this article 15, and that the Defect did not result from any act or omission of the Customer, including any failure to properly operate the affected Aircraft, item and other equipment included on which SAMCO will perform Services or supply to Customer or any improperly performed maintenance services by any person other than SAMCO; and
- e. The defective item, without any risk or expense to SAMCO, is delivered to SAMCO's designated facility, unless both parties agree in each individual case to another location for the performance of the work.

(3) In the event that SAMCO shall conclude, after investigation of a claimed Defect, that no Defect existed, the Customer shall, upon demand, promptly reimburse SAMCO for SAMCO's expenses incurred in the transportation, teardown, investigation, reassembly, and test of the item in question, all as certified by SAMCO in writing.

(4) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE GENERAL TERMS AND ANY AGREEMENTS PERTAINING THERETO, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SAMCO AND THE REMEDIES OF THE CUSTOMER SET FORTH IN ARTICLE 15 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE CUSTOMER HEREBY DISCLAIMS, WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SAMCO, ITS AFFILIATES, ITS SUBCONTRACTORS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND PERSONNEL AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE CUSTOMER AGAINST SAMCO, ITS AFFILIATES, ITS SUBCONTRACTORS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND PERSONNEL, EXPRESS OR IMPLIED, ARISING BY STATUTE, LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT OR NONCONFORMANCE IN ANY SERVICES OR WORKMANSHIP PERFORMED FOR THE CUSTOMER PURSUANT TO THE AGREEMENT OR ANYTHING DELIVERED TO OR PROVIDED TO THE CUSTOMER PURSUANT TO THE AGREEMENT INCLUDING BUT NOT LIMITED TO:

- (A) ANY STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE;
- (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF SAMCO, ITS AFFILIATES, ITS SUBCONTRACTORS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND PERSONNEL (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND
- (D) ANY OTHER OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY RELATED TO THE SERVICES OR THE PERFORMANCE BY SAMCO.

WITHOUT LIMITING ANY OTHER EXCLUSION OF WARRANTY, SAMCO MAKES NO WARRANTIES THAT THE SERVICES PROVIDED ALLOWS THE CUSTOMER OR THE OWNER OR OTHER OPERATOR OF AN AIRCRAFT TO DETERMINE THE AIRWORTHINESS OF THE AIRCRAFT. THE CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE AIRWORTHINESS OF THE AIRCRAFT, AT ALL TIMES, IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS, INCLUDING WITHOUT LIMITATION, FROM THE ORIGINAL EQUIPMENT MANUFACTURER(S) AND ALL RELEVANT AVIATION AUTHORITIES.

(5) IN ADDITION, SAMCO, ITS AFFILIATES, ITS SUBCONTRACTORS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND PERSONNEL SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE OR GROSS NEGLIGENCE) OR STRICT LIABILITY OR OTHERWISE FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY BREACH OF THE AGREEMENT OR ANY NONCONFORMANCE OR DEFECT IN ANY SERVICES OR WORKMANSHIP OR ANY PART OR OTHER MATERIAL, COMPONENT, ACCESSORY, EQUIPMENT OR PRODUCT PROVIDED OR DELIVERED TO THE CUSTOMER.

(6) Defects in Services shall not provide grounds for dissolving the Agreement, unless SAMCO, after repeated attempts, fails to resolve the Defects in an acceptable manner while the Customer cannot in all reasonableness be expected to maintain the Agreement any longer.

Article 16: Export control

(1) The Services may be subject to export controls of the European Community, United States of America and/or export controls in other countries. The Customer shall be responsible for obtaining and maintaining all required export licenses and approvals and ensure that usage of the Services shall comply with all applicable export control requirements, including the United States International Traffic in Arms Regulations (ITAR) and/or the Export Administration Regulations (EAR), if applicable. The Customer shall not directly or indirectly export or re-export any items, goods, parts or technical information received from SAMCO to any destination if such export or re-export would violate any applicable export regulations. If requested by SAMCO, the Customer will immediately provide SAMCO with a so-called end-user statement in regard to the ultimate use and/or destination of the Services ordered by the Customer. SAMCO reserves the right to reject delivery of the Services to the Customer if such delivery would be conflicting with export controls as described herein and/or SAMCO's (export) compliance policies.

(2) The Customer shall indemnify and hold SAMCO, its affiliates, its subcontractors, and each of their respective directors, officers, agents and personnel harmless from and against any claim, damage, injury, loss or expense resulting or arising from any breach of the Customer's obligations under this article.

Article 17: Applicable law and jurisdiction

The General Terms, the Agreement and any activity performed there under shall be governed by the laws of The Netherlands. Any dispute which may arise in connection with the Services, which cannot be solved amicably, shall be submitted to the exclusive jurisdiction of the court at Maastricht, the Netherlands, unless SAMCO prefers or agrees to either submission to another court or to arbitration.

Article 18: Miscellaneous

(1) The Agreement shall inure for the benefit of and be binding upon each of the parties hereto and their respective successors and assignees. Neither the Agreement, nor any duty, right, interest therein may be delegated, assigned, or otherwise transferred in any manner by such party without the prior written consent of the other party. However, SAMCO reserves the right to make use of the services of specialized subcontractors where deemed appropriate at its own discretion. Such subcontracting shall not relieve SAMCO from its obligations under the terms of the Agreement.

(2) The failure of SAMCO to enforce any of its remedies or to require strict performance of any obligations of the Customer under the Agreement shall not constitute a present or future waiver by SAMCO of such remedy or obligation.

(3) Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: the Agreement and then the General Terms.

(4) All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally, when given by facsimile, or if deposited in the mail, when received, to the addressees appearing set forth in the Agreement.

(5) Headings used in these General Terms are only inserted for the purpose of easy reference and shall in no way effect the construction or the interpretation of these General Terms.

Maastricht Airport, 1 December 2013

Deposited at the Dutch Chamber of Commerce Zuid Limburg under number 14040129, version dated December, 2013