

SK AEROSAFETY GROUP**GLOBAL TERMS AND CONDITIONS OF SALE AND SERVICE**

(Products and Aviation Component Services)

1. PARTIES

These Terms and Conditions ("Terms") govern all quotations, sales, deliveries of products and provision of services by:

SK Aviation B.V., trading as **SK AeroSafety Group**, having its registered office at Marketing 43, 6921 RE, Duiven, The Netherlands, registered with the Dutch Chamber of Commerce under number 56664052,

together with its affiliated companies listed in **Annex 1** (collectively the "**Seller**"), to any purchaser or recipient of products or services (the "**Customer**").

2. APPLICABILITY**2.1 These Terms apply to all:**

- quotations,
- orders,
- agreements,
- deliveries of products, and
- provision of services

provided by the Seller.

2.2 These Terms apply to, without limitation:

- repair, overhaul or maintenance services,
- sale of aircraft parts and components,
- exchange or loan of aircraft components,
- inspection, modification or testing services,
- repair management or logistics services.

2.3 These Terms shall prevail over any terms or conditions submitted by the Customer unless expressly agreed otherwise in writing by the Seller.**2.4 Order of Precedence and Approved Quotations**

In the event of any conflict between the documents forming part of a transaction between the Seller and the Customer, the following order of precedence shall apply:

- any written agreement executed by authorized representatives of both parties;
- the Seller's quotation or order acknowledgement;
- these Terms and Conditions.

2.5 Notwithstanding the foregoing, where the Seller issues a quotation for specific work, including but not limited to out-of-scope repairs, additional services, or revised work scope, and such quotation is approved in writing by the Customer (including by purchase order, written confirmation, electronic approval, or other mutually accepted method), the approved quotation shall govern the pricing, scope of work, and applicable conditions for that specific Order or repair event only, to the extent that it differs from these Terms or any applicable agreement. Such approved quotation shall not amend, modify, or supersede the underlying agreement or these Terms except with respect to the specific transaction to which the quotation relates.

3. DEFINITIONS

For the purposes of these Terms:

- **“Customer”** means the entity purchasing products or services from the Seller.
- **“Order”** means a written or electronic request by the Customer to purchase products or services.
- **“Product” or “Part”** means any aircraft component, material or equipment supplied by the Seller.
- **“Service”** means any repair, overhaul, inspection, modification, testing or other service provided by the Seller.
- **“Serviceable”** means a product that complies with applicable aviation authority standards and manufacturer specifications.
- **“Off Unit”** means a component removed from an aircraft and provided by the Customer for repair, overhaul or exchange.
- **“Exchange Unit”** means a serviceable component supplied in exchange for an Off Unit.
- **“Loan Unit”** means a component temporarily supplied to the Customer.
- **“BER” (Beyond Economical Repair)** means a condition where the cost of repair exceeds the economic value of the component.
- **“CMM”** means component maintenance manual as issued per the manufacturer of the Product.

4. QUOTATIONS

4.1 Quotations issued by the Seller are non-binding unless explicitly stated otherwise.

4.2 Unless otherwise specified, quotations remain valid for 30 days from the date of issue.

4.3 Prices are based on the information available at the time of quotation and may be adjusted if:

- the scope of work changes,
- defects not visible during initial inspection are discovered,
- the Customer requests additional services.

5. ORDERS AND ACCEPTANCE

5.1 Orders shall only become binding upon written confirmation or performance by the Seller.

5.2 Orders must include sufficient information including, where applicable:

- part number,
- serial number,
- aircraft type and registration,
- reason for removal,
- requested certification release.
- work scope required to be performed

5.3 The Seller reserves the right to reject any order at its sole discretion.

6. PRICES

6.1 All prices, except where specifically mentioned, are exclusive of:

- VAT or similar taxes,
- duties,
- customs charges,
- transportation costs,
- insurance.

6.2 Our standard pricing for Overhaul covers the mandatory standard overhaul per the CMM. This excludes any over- and above parts that are to be replaced, which will be quoted separately.

6.3 Additional charges may apply for:

- urgent or AOG requests,
- special packaging,
- storage,
- handling or logistics.

6.4 The Seller may revise prices where necessary due to changes in material costs, exchange rates or regulatory requirements.

7. PAYMENT TERMS

7.1 Unless otherwise agreed in writing, invoices are payable within thirty (30) days from the invoice date.

7.2 The Seller may require:

- advance payment,
- deposits,
- credit approval prior to shipment.

7.3 Late payments may incur interest at 8% above the applicable European Central Bank reference rate, calculated daily.

- 7.4 The Seller reserves the right to suspend deliveries or services if the Customer fails to make timely payment.
- 7.5 The Seller may exercise a repairer's lien over Customer property in its possession until all outstanding amounts have been paid.
- 7.6 The Customer shall pay all invoiced amounts in full without any set-off, counterclaim, deduction or withholding, save as required by law. The Customer may not withhold or set off any amount by reference to any disputed sum, any unrelated claim, or any amount owed by or to any affiliate of either party.

8. DELIVERY AND SHIPPING

- 8.1 Unless otherwise agreed in writing, delivery shall be Ex Works (EXW) Seller facility – Incoterms® 2020.
- 8.2 Risk of loss or damage transfers to the Customer upon delivery.
- 8.3 Delivery dates are estimates only and shall not constitute binding obligations.
- 8.4 Delays in delivery shall not entitle the Customer to cancel orders or claim damages unless expressly agreed otherwise.
- 8.5 Delivery Using Seller Transport

Where the Seller agrees to deliver Products using vehicles operated or arranged by the Seller, the following conditions shall apply:

- Such delivery service is provided solely as a convenience to the Customer unless otherwise agreed in writing.
- Unless otherwise agreed, delivery shall be deemed completed and risk of loss or damage shall transfer to the Customer at the moment the Products are made available for unloading at the delivery location designated by the Customer.
- The Customer shall be responsible for unloading the Products and ensuring that adequate facilities and personnel are available at the delivery location.
- The Seller shall not be liable for any delay in delivery caused by traffic conditions, regulatory restrictions, weather conditions or other circumstances beyond its reasonable control.
- Where delivery is performed using Seller vehicles, such delivery shall be deemed equivalent to delivery under DAP (Delivered at Place) – Incoterms® 2020, unless otherwise agreed in writing, except that risk shall transfer to the Customer upon arrival at the delivery location prior to unloading.
- If the Customer is not available to receive the Products at the agreed delivery time or location, the Seller may return the Products to its facility and charge the Customer for additional transportation, handling and storage costs.
- The Seller's liability for loss or damage occurring during transportation using Seller vehicles shall in all circumstances be limited in accordance with the limitation of liability provisions of these Terms.

9. CUSTOMER RESPONSIBILITIES

9.1 The Customer shall ensure that all components sent to the Seller:

- are properly packaged,
- are accompanied by appropriate documentation,
- comply with applicable aviation regulations.

9.2 Required documentation may include:

- removal tags,
- traceability documentation,
- maintenance history,
- transport documentation.

9.3 The Seller reserves the right to charge additional costs for incomplete documentation or non-compliant shipments.

10. REPAIR SERVICES

10.1 Upon receipt of an Off Unit, the Seller may perform an initial inspection.

10.2 Following inspection, the Seller will issue a repair quotation describing:

- required work scope,
- estimated cost,
- estimated turnaround time.

10.3 Repair work shall only commence upon Customer approval unless otherwise agreed.

10.4 If the Customer does not respond to the quotation within 30 days, the Seller may:

- charge storage fees, or
- return the component at the Customer's expense.

11. CUSTOMER SUPPLIED PARTS

11.1 Where the Customer elects to supply parts, materials, or components for use in the repair, overhaul or servicing of a unit, the Seller shall not be responsible for the availability, condition, airworthiness or suitability of such parts.

11.2 The Customer shall ensure that any customer-supplied parts are accompanied by appropriate traceability and certification documentation in accordance with applicable aviation regulatory requirements.

11.3 The Seller reserves the right to inspect any customer-supplied parts for documentation, airworthiness compliance and general condition prior to installation or use. The Seller may reject any part that, in its reasonable opinion, does not meet applicable regulatory, technical or quality requirements.

11.4 Where the Customer elects to supply parts for a repair or overhaul and the Seller holds available serviceable stock of the required part, the Seller may charge a handling and

administration fee of USD \$150 per component, unless otherwise agreed in writing or defined within an existing customer agreement.

- 11.5 This fee reflects the additional goods-in inspection, documentation verification, airworthiness and regulatory compliance review, and inventory handling associated with customer-supplied material.
- 11.6 The Seller shall not be liable for delays, additional costs or repair outcomes arising from the use of customer-supplied parts.
- 11.7 Any warranty provided by the Seller shall not apply to customer-supplied parts or to failures directly attributable to such parts.

12. STORAGE AND ABANDONMENT

- 12.1 Components received by the Seller for inspection, repair or overhaul shall remain the responsibility of the Customer unless otherwise agreed in writing.
- 12.2 The Seller may charge storage fees where components remain at its facility beyond reasonable processing or collection periods.
- 12.3 Unless otherwise agreed in writing or defined within an existing customer agreement, components shall be deemed subject to storage charges in the following circumstances:
- where a component remains at the Seller's facility for more than one hundred twenty (120) days after a repair quotation has been issued to the Customer by electronic mail without written approval to proceed;
 - where a component remains uncollected for more than forty-five (45) days after the Seller has notified the Customer that the component is ready for shipment and the relevant shipping documentation has been issued by electronic mail.
- 12.4 Where the above timeframes are exceeded, the Seller may charge storage fees of USD \$30 per component per day, unless otherwise agreed in writing.
- 12.5 Storage charges shall continue to accrue until the component is collected, returned, or otherwise disposed of in accordance with the Customer's written instructions.
- 12.6 If the Customer fails to provide instructions regarding collection, shipment, repair approval or disposition of a component, and storage charges continue to accrue to the extent that the total storage fees exceed the reasonable market value of the component, the component may be deemed abandoned.
- 12.7 In the event a component is deemed abandoned, title to the component may transfer to the Seller and the Seller shall have the right to retain, utilize, dispose of or otherwise manage the component at its sole discretion.

12.8 The Seller shall use reasonable efforts to notify the Customer prior to declaring a component abandoned, however failure by the Customer to respond within the specified timeframes shall constitute acceptance of the Seller's right to dispose of the component.

12.9 The Seller reserves the right to recover any outstanding storage fees, handling charges or other costs incurred prior to the transfer of title.

13. BEYOND ECONOMICAL REPAIR (BER)

13.1 If a Unit is determined by the Seller to be Beyond Economical Repair ("BER"), the Seller shall notify the Customer and provide a BER report or quotation.

13.2 If the Customer elects not to proceed with repair, the Customer shall provide written instructions regarding the disposition of the Unit within thirty (30) days of such notification.

13.3 In the absence of such instructions, or where the Customer elects not to have the Unit returned, the Customer hereby agrees that title and ownership of the Unit shall automatically transfer to the Seller. Upon transfer of ownership, the Seller may retain, utilize, dispose of or otherwise deal with the Unit at its sole discretion and without further obligation to the Customer.

14. EXCHANGE OR LOAN UNITS

14.1 Exchange Units or Loan Units may be supplied where agreed.

14.2 Where the Seller supplies a serviceable component on an exchange basis (the "**Exchange Unit**"), the following conditions shall apply.

- The Exchange Unit is supplied to the Customer in exchange for the Customer returning the removed component (the "**Core Unit**") within the agreed return period.
- Title to the Exchange Unit shall remain with the Seller until the Core Unit has been returned to the Seller and accepted following inspection.
- Risk of loss or damage to the Exchange Unit shall pass to the Customer upon delivery in accordance with the applicable delivery terms.
- Upon receipt and acceptance of the Core Unit by the Seller, title to the Exchange Unit shall automatically transfer to the Customer and title to the Core Unit shall simultaneously transfer to the Seller.
- The Core Unit returned by the Customer must:
 - correspond to the agreed part number and serial number where applicable,
 - be complete and in substantially the same configuration as when removed,
 - not be subject to damage, missing parts or conditions outside normal operational wear.

14.3 If the Core Unit is not returned within the agreed return period, or if the returned Core Unit is deemed unacceptable by the Seller, the Seller may, at its discretion:

- extend the return period subject to additional charges; or
- convert the exchange transaction into an outright sale and invoice the Customer for the applicable outright price of the Exchange Unit.

15. WARRANTY

15.1 Unless otherwise agreed, the following warranty periods apply:

Item	Warranty
Overhauled Products	12 months
Repaired Products	12 months

15.2 The warranty covers defects in materials or workmanship only.

15.3 The warranty does not apply to damage caused by:

- misuse,
- improper installation,
- foreign object damage,
- modification,
- normal wear and tear.

15.4 The Seller's sole obligation under warranty shall be repair, replacement or refund of the defective product at Seller's discretion.

16. RETURNS

16.1 Products may only be returned with prior written authorization from the Seller.

16.2 Unauthorized returns may be rejected or returned at the Customer's cost.

17. RETENTION OF TITLE

17.1 Title to all Products shall remain with the Seller until full payment has been received.

17.2 Until title passes, the Customer shall not:

- sell,
- pledge,
- or encumber

the Products without Seller consent.

18. LIMITATION OF LIABILITY

18.1 The Seller shall not be liable for:

- indirect damages,
- consequential damages,
- loss of profit,
- loss of revenue,
- loss of use,
- loss of business opportunity,

- loss of goodwill,
- aircraft grounding costs,
- substitute or replacement aircraft costs,
- and operational disruption costs

in each case whether arising in contract, tort (including negligence), under statute or otherwise.

18.2 The Seller's total aggregate liability arising out of or in connection with these Terms, any Order or the Services shall not exceed: (a) for a single Order, the charges payable by the Customer for that Order; or (b) where a General Terms Agreement or framework applies, the charges paid by the Customer under that agreement in the twelve (12) months preceding the event giving rise to the claim.

18.3 Nothing in these Terms shall exclude liability for death or personal injury caused by negligence or for fraud.

19. Insurance

19.1 The Seller shall maintain insurance coverage consistent with standard aviation industry practices for suppliers of aircraft components and services.

19.2 Without prejudice to the limitation of liability provisions contained in these Terms, the Seller maintains aviation liability insurance with a combined single limit of not less than USD 100,000,000 per occurrence, covering liabilities arising from the sale, supply, repair or handling of aircraft components.

19.3 The Seller also maintains property insurance covering its facilities and inventory located at its premises, including components held on behalf of customers while such components are in the Seller's care, custody or control.

- Such property insurance is intended to cover physical loss or damage to inventory stored at the Seller's facilities and does not constitute an assumption of additional liability by the Seller beyond the limits set forth in these Terms.

19.4 Upon reasonable request, the Seller may provide evidence of such insurance coverage in the form of a certificate of insurance.

19.5 The Customer shall maintain adequate insurance coverage consistent with aviation industry practice for all aircraft, components and equipment in its possession or control, including while such items are installed on aircraft or transported to or from the Seller.

20. CONFIDENTIALITY

20.1 Both parties shall treat all commercial and technical information received from the other party as confidential.

20.2 Confidential information may only be used for the purpose of performing the contract.

21. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including but not limited to:

- natural disasters
- war
- strikes
- pandemics
- government restrictions
- abnormal delays from OEM manufacturers

22. Regulatory Certifications and Release Documentation

22.1 The Seller shall maintain all regulatory approvals, certificates and authorizations required to perform the services and activities undertaken under these Terms, including, where applicable, approvals issued by aviation regulatory authorities such as EASA, FAA, UK CAA, DOT or other competent aviation authorities.

22.2 The Seller shall ensure that all services performed and products supplied under these Terms are carried out in accordance with the applicable regulatory approvals and the requirements of the relevant aviation authorities.

22.3 Where required and applicable to the scope of work, the Seller shall provide the appropriate release documentation for the products or services performed, including but not limited to EASA Form 1, FAA 8130-3, CAA Authorized Release Certificate or equivalent documentation issued under the Seller's regulatory approvals.

23. EXPORT CONTROL AND SANCTIONS

23.1 The Customer shall comply with all applicable export control laws and sanctions regulations.

23.2 The Customer shall not export, re-export or transfer products in violation of applicable laws.

23.3 The Seller may refuse delivery where export compliance requirements are not met.

23.4 Without prejudice to Clause 23.3, the Seller may suspend, delay or decline performance of any Order or Service, in whole or in part, where performance would or may breach any applicable export control, sanctions or governmental restriction, or where a required licence or authorisation has not been obtained. Any such suspension shall not constitute a breach by the Seller, and delivery and turnaround obligations shall be extended accordingly.

24. TERMINATION

24.1 The Seller may terminate any agreement if the Customer:

- fails to pay invoices,
- becomes insolvent,
- breaches these Terms.

24.2 Upon termination, all outstanding invoices shall become immediately payable.

24.3 Either party may terminate for material breach only after giving written notice specifying the breach and allowing a cure period of thirty (30) days (or such shorter period as is reasonable for a payment default).

24.4 Any right of the Customer to terminate for convenience shall require not less than ninety (90) days' written notice and payment for all Services performed and committed costs reasonably incurred up to the effective date of termination.

Committed costs means costs tied to orders already confirmed or accepted, and inventory or work-in-progress committed against forecasts submitted by the Customer prior to or at the time of notice.

24.5 Termination shall not affect accrued rights, the Seller's repairer's lien (Clause 7.5), or any provision intended to survive termination.

25. INTELLECTUAL PROPERTY

25.1 All intellectual property rights in the Seller's repair methods, processes, tooling, jigs, test equipment, software, technical data, know-how and any improvements developed in the course of performing the Services shall remain the exclusive property of the Seller.

25.2 The Customer retains ownership of the aircraft, components and Customer data supplied to the Seller. Nothing in these Terms transfers or licenses any of the Seller's intellectual property to the Customer, other than a non-exclusive right to use deliverables for the operation and maintenance of the Customer's own fleet.

26. LIMITATION PERIOD

Any claim by the Customer arising out of or in connection with these Terms, any Order or the Services must be notified to the Seller in writing within twelve (12) months of the Customer becoming aware, or reasonably ought to have become aware, of the circumstances giving rise to the claim, and in any event within twenty-four (24) months of completion of the relevant Services or delivery of the relevant Product. Claims not brought within these periods are excluded to the fullest extent permitted by law.

27. ACCEPTANCE

Products and completed Services shall be deemed accepted by the Customer on the earliest of: (a) installation or use of the Product; (b) the expiry of ten (10) business days from delivery without the Customer giving written notice of a documented defect; or (c) return of the Product to service. Deemed acceptance does not affect the Customer's rights under the Warranty at Clause 15.

28. ASSIGNMENT

28.1 The Customer may not assign, novate or transfer its rights or obligations without the Seller's prior written consent.

28.2 The Seller may perform any or all of its obligations through any member of the SK AeroSafety Group, any affiliated entity, or any approved repair station or subcontractor, and may assign or novate any agreement or Order to a successor entity within the Group or in connection with a reorganisation, merger or change of ownership, in each case without the Customer's consent.

29. GOVERNING LAW AND DISPUTES

29.1 These Terms shall be governed by the laws of the Netherlands.

29.2 Any disputes shall be submitted to the competent courts in The Netherlands, unless the parties agree to arbitration.

30. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties regarding the subject matter hereof.

ANNEX 1

SK AEROSAFETY GROUP – LEGAL ENTITIES AND FACILITIES

1. Legal Entities

The following companies form part of the SK AeroSafety Group and may perform services or supply products under these Terms and Conditions.

Legal Entity	Country
SK Aviation B.V.	Netherlands
Avia Technique Limited	United Kingdom
Meridian Technical Services Ltd	United Kingdom
Reheat Aero Limited	United Kingdom
EMS France	France
Frontline S.r.l.	Italy
Hugen Maintenance for aircraft B.V.	Netherlands
Aero Technics FZCO	United Arab Emirates
Avia Technique Asia Sdn Bhd	Malaysia
John Cameron Aviation Pty Ltd	Australia
AEOS Australia Pty Ltd	Australia
SafeTech USA LLC	United States
Fire-Tec Aero Systems Inc.	United States

2. Operational Facilities

Europe

Avia Technique – Wokingham

Unit 1 Fishponds Estate
Fishponds Road
Wokingham, Berkshire RG41 2QJ
United Kingdom

Avia Technique – Witham

Unit 1B Tungsten Park
Eastways
Witham, Essex CM8 3WG
United Kingdom

Meridian Technical Services

14 Hailey Road
Erith, Kent DA18 4AP
United Kingdom

Reheat Aero

Riverside, Omega Park
Alton, Hampshire GU34 2UF
United Kingdom

Hugen MFA

Marketing 43
6921 RE Duiven
Netherlands

EMS France

6 Rue Jean Monnet
95190 Goussainville
France

Frontline srl

Via Giacomo Puccini 5
21021 Angera (VA)
Italy

Asia Pacific**Aero Technics FZCO**

Warehouse B16 & B17
Dubai International Airport Free Zone
Dubai
United Arab Emirates

Avia Technique Asia

No. 4 Jalan Kerawang U8/108
Kawasan Perindustrian Tekno Jelutong
Seksyen U8
40150 Shah Alam, Selangor
Malaysia

John Cameron Aviation

Hangar 473 Birch Street
Bankstown Aerodrome
NSW 2198
Australia

AEOS Australia

29 Norman Street
Peakhurst
Sydney NSW 2210
Australia

Americas**SafeTech – Houston**

1230 Wilson Road Court
Humble, Texas 77396
United States

SafeTech – Miami

2891 NW 75th Street
Miami, Florida 33147
United States

SafeTech – Indianapolis

5383 West 86th Street
Indianapolis, Indiana 46268
United States

SafeTech – Atlanta

777 Wharton Drive
Atlanta, Georgia 30336
United States

SafeTech – Savannah

58 Firefly Drive
Ridgeland, South Carolina 29936
United States

SafeTech – Los Angeles

17907 Arenth Avenue
City of Industry, California 91748
United States

SafeTech – Dallas

1625 Crescent Circle Drive, Suite 309
Carrollton, Texas 75006
United States

Fire-Tec Aero Systems

1936 W Monona Drive
Phoenix, Arizona 85027
United States

3. Group Headquarters**SK AeroSafety Group – Corporate Office**

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Stadsplateau 7
3521 AZ Utrecht
Netherlands