

# GENERAL TERMS AND CONDITIONS FOR MAINTENANCE SERVICES OF DC AVIATION AL-FUTTAIM CO. LLC

## 0. Definitions and Abbreviations

- 0.1 Component: Devices, modules or individual parts of an aircraft, including engine or APU, cabin equipment or emergency equipment. They are always identified by a part number in the maintenance or operational documents issued by the respective aircraft or component design organization.
- 0.2 Customer: A natural or legal person or a partnership with legal personality that concludes or intends to conclude a Customer Agreement.
- 0.3 DCAF: DC Aviation Al-Futtaim Co.LLC.
- 0.4 Customer Agreement: A contract between DCAF and the Customer under which DCAF agrees to perform the Maintenance Service on one or more Maintenance Object(s) in return for payment by the Customer.
- 0.5 General Terms and Conditions: mean these general terms and conditions for maintenance services of DCAF.
- 0.6 Maintenance Object: Any Aircraft or Component delivered to DCAF by the Customer in relation to which the maintenance Service is to be performed by DCAF.
- 0.7 Maintenance Service: One or a combination of the following actions: overhaul, repair, inspection, testing, replacement, modification or rectification of an aircraft, an engine or a Component to be performed by DCAF as agreed in the Customer Agreement

## 1. Scope

- 1.1 The following General Terms and Conditions of DCAF in the relevant version at the time of conclusion of the contract are an integral part of any contract for maintenance services between DCAF and a Customer unless otherwise agreed between DCAF and the Customer in writing.
- 1.2 DCAF is not bound by any document containing terms and conditions of the Customer.
- 1.3 In case of conflict between these General Terms and Conditions of DCAF and any document containing terms and conditions of the Customer, these General Terms and Conditions of DCAF shall exclusively apply even if DCAF performs the maintenance services with knowledge of contradictory or deviating general terms and conditions of the Customer.

## 2. Offers and Price Quotations

- 2.1 The prices quoted in any offer are prices in USD unless otherwise expressly stated. All prices are quoted as net prices and do not include value added tax, which is to be paid by the Customer in addition to the price in an amount specified by applicable law.
- 2.2 The current applicable prices are stated in DCAF's current price list. DCAF reserves the right to revise pricing at any time should market conditions warrant it. Price changes will become valid within 30 days of DCAF issuing a revision.
- 2.3 Unless otherwise expressly agreed, the prices are quoted EXW of DCAF's facility in Dubai and the Customer shall bear any costs for freight, packing, export or import charges or any other fees and duties. However, if replacement parts or ground support equipment are purchased, the reference prices therefore include cost of standard packing. If additional and/or non-typical packing material is requested by the Customer, DCAF is entitled to charge the Customer for the additional costs in respect thereof.

## 3. Payment Terms

- 3.1 DCAF reserves the right to request advance payment.
- 3.2 Invoices are due and payable by wire transfer to DCAF's bank account on receipt unless otherwise stated in the invoice.
- 3.3 All payments shall be made free and clear of any banking charges or expenses.
- 3.4 Until receipt of an advance payment, DCAF is not obligated to deliver any services or parts. If DCAF has not received the advance payment within ten (10) days of its written demand, DCAF is entitled to withdraw from the contract and demand compensation for the non-performance, incurred costs and loss occurred from the Customer.
- 3.5 If the Customer wishes to pay by credit card a 3% surcharge of the invoice amount will apply. Furthermore, the Customer will provide all necessary documentation to secure the credit card payment.

## 4. Retention of Title and Lien

- 4.1 Title to all material and parts supplied by DCAF shall remain with DCAF until all amounts due between DCAF and the Customer have been irrevocably credited to DCAF's account.
- 4.2 The Customer hereby agrees that DCAF shall have a contractual lien on any aircraft, part, documentation or other tangible item owned by the Customer and delivered to DCAF for the performance of maintenance services in order to secure payment of all amounts owed by the Customer to DCAF.
- 4.3 In case any due invoice is outstanding, DCAF is entitled, in its absolute discretion, to do any of the following: (i) claim a contractual lien on the Customer's aircraft, part, documentation or other tangible item in its possession (ii) claim a contractual right of retention on the Customer's aircraft, part, documentation or other tangible item in its possession; and/or (iii) immediately stop the performance of any further services until all outstanding payments from the Customer to DCAF have been irrevocably credited to DCAF's account.

## 5. No set off

- 5.1 Unless otherwise agreed, the Customer shall not be entitled to set off any amount owed to DCAF.

## 6. TAT and Excusable Delay

- 6.1 DCAF is only bound by any turn around time (TAT) if expressly confirmed by DCAF in writing.
- 6.2 The TAT for carrying out any repair and/or maintenance work commences when all of the following has taken place: (i) DCAF's receipt of the aircraft and, if applicable, other parts to be supplied by the Customer as well as all required data and documentation; (ii) the Customer's approval of the work scope; and (iii) performance of the receiving inspection by DCAF.
- 6.3 DCAF shall not be liable for any delay or failure in performance of its obligations under any agreement, if such failure is caused by an act of God, acts of public enemy, war, riot, insurrection, fire, flood, explosion, earthquake, serious accidents, epidemics, quarantine, any act of government that would have an adverse effect on the performance of work hereunder, strike, labour disputes causing cessation, slow-down or interruption of work, general hindrance in transportation, late deliveries of any replacement part from a manufacturer or vendor, inability to procure any material or part after due and timely diligence, any regulation affecting directly or indirectly the aircraft or maintenance thereof or materials, parts or facilities, late delivery by the Customer of the aircraft, the work package or any other technical documentation, the Customer supplying incorrect or incomplete technical documentation or work package, any non-routine aircraft maintenance, including but not limited to major or excessive defects exceeding reasonable limits, the Customer not responding to a request of DCAF within 24 hours or such other time as reasonably requested by DCAF, late supply of materials by the Customer, material supplied by the Customer not accompanied with proper documentation, material supplied by the Customer in insufficient quantity or quality, any additional request of the Customer after the work package has been agreed, any delay caused by an aviation authority, any 1:1 exchange, lease, sale or loan offer for required material is not accepted by the Customer, any incompatibility of a service bulletin with the condition of the Aircraft, any other non-conformity of the documents supplied by the Customer with the actual condition of the Aircraft, any delay or non-performance of maintenance services due to outstanding payments by the Customer to DCAF or any other cause beyond the reasonable control of DCAF.

## 7. Shipping and Transportation

- 7.1 The Customer shall deliver the aircraft, its documentation and additional parts provided by it to DCAF's facility in Dubai World Central Aviation City, Dubai, UAE DDP (INCOTERMS 2020). After completion of the respective maintenance services the aircraft will be put at the disposal of the Customer for collection EXW (INCOTERMS 2020) DCAF's facility in Dubai World Central Aviation City, Dubai, UAE.
- 7.2 The Customer shall bear all risks and expenses for any transportation of the aircraft or any part provided by the Customer to and the return from DCAF's facility (including but not limited to insurance, customs clearances, packing (except as set forth in 2.3), suitable containers and other necessary covers to protect the respective item from damage during transportation).

## 8. Contracting and Subcontracting

- 8.1 DCAF shall be entitled to contract certain services for any aircraft or component maintenance to an EASA 145/CAR145 or Part 21 approved organisation, internally approved by the DCAF Quality system, for services which are not within DCAF's capability.
- 8.2 DCAF shall be entitled to subcontract individual tasks to another EASA Part 145 / GCAA CAR 145 or Part 21 organisation approved for the respective work, provided such subcontracted organisation is of the same quality standard as DCAF, the procedures of DCAF's MOE are followed and such subcontracting is in

compliance with Part 145.A 75 / GCAA CAR 145. 75(b). Subcontracting of a complete maintenance check of an aircraft or a complete workshop maintenance overhaul of an engine or engine module is subject to the Customer's acceptance.

## 9. Replacement of Parts

- 9.1 If DCAF has determined that the condition of a part removed from the aircraft is such that it is beyond economic repair, DCAF is entitled to replace such part and the Customer shall pay the price for the replacement part.
- 9.2 If nothing else has been agreed upon, DCAF shall be entitled to either replace a defective part with a new part or to replace a defective part with a part that has been repaired or overhauled provided it is certified with an EASA Form 1, a FAA Form 8130-3, a Transport Canada Form 1, a Brazilian Civil Aviation Authority SEGVOO 003, or a UK CAA Form 1.
- 9.3 Upon DCAF having replaced a part, ownership to the removed part shall vest in DCAF.
- 9.4 DCAF shall safeguard that all materials, parts and components installed during performance of its services meet the approved data/standard, are provided with appropriate documentation, are in satisfactory condition for fitment and certified by a Certificate of Conformity, an EASA Form 1, a FAA Form 8130-3 a Transport Canada Form 1, a Brazilian Civil Aviation Authority SEGVOO 003, or a UK CAA Form 1. Accordingly, DCAF shall be entitled to reject a part provided by the Customer or a third party, if it does not comply with such requirements.
- 9.5 If DCAF has provided a loan part to the Customer that loan part shall be returned to DCAF by the Customer within ten (10) days of receipt of the repaired or replacement part. If the loan part is not returned to DCAF within that period, DCAF is entitled to charge a fee for late return in the amount of at least USD 500 (five hundred United States Dollars) per day or such higher amount that equals the cost incurred by DCAF and evidenced to the Customer due to such late return. If the loan part has not been received by DCAF within twenty five (25) days, DCAF is entitled to charge the Customer the full purchase price for the loan part.

## 10. Acceptance of Services upon Completion

- 10.1 At redelivery the Customer shall sign and provide to DCAF a written document of acceptance which confirms that the agreed services have been completed in accordance with the respective maintenance agreement or state any objections that the Customer may have. In the event that the aforementioned signed document is not provided to DCAF prior to or upon redelivery of the aircraft, the services shall be deemed to have been completed as agreed.
- 10.2 The Customer shall not be entitled to reject the aircraft for insignificant defects that have no material effect on the airworthiness of the aircraft.
- 10.3 The Customer shall inspect and collect the aircraft within one (1) week of being notified by DCAF that the services have been completed. If the Customer does not collect the aircraft within that time period, the Customer shall reimburse DCAF for all costs incurred by DCAF in relation to the aircraft not being collected in time, including but not limited to costs for storage, parking and insurance.

## 11. Warranty for Defects

- 11.1 DCAF warrants that all maintenance services rendered will be free from defects in workmanship. DCAF's liability for defects under warranty is limited to rectification of such defect or delivery of a replacement part at DCAF's sole discretion.
- 11.2 The warranty given by DCAF does not apply to defects caused by any of the following: (i) normal wear and tear; (ii) the aircraft not being operated, handled or stored by the Customer in accordance with the respective manufacturer's recommendations or the requirements of applicable law or the requirements of the aviation authority of the country where the aircraft is registered; (iii) the defective part having been serviced, repaired, overhauled, maintained or modified by anyone other than DCAF or its subcontractors; (iv) any provisional repair; or (v) any parts not manufactured or incorporated by DCAF provided that DCAF will assign to the Customer the assignable warranty that DCAF has obtained from its suppliers.
- 11.3 Notices of defects regarding apparent defects or transportation damages are to be given immediately in writing, but at the latest within two weeks from delivery or acceptance; apparent defects that cannot be detected within this period in spite of a careful examination are to be notified in writing immediately, but at the latest within two weeks after determination of the defect, and within a year from the delivery or acceptance. The Customer shall notify DCAF in writing with reasonable detail of such defect. If the Customer has noticed such defect during the redelivery process, the Customer shall reserve his rights under warranty when accepting the aircraft for redelivery; otherwise the Customer shall not be entitled to raise a warranty claim for such defect.
- 11.4 The Customer shall return the defective part to DCAF's facilities at the Customer's own expense and risk. If a defect arises on a non-removable part of an aircraft, the parties shall agree an arrangement by which such defect shall be remedied.
- 11.5 DCAF shall not be obligated to perform any warranty work, if any invoices issued by DCAF to the Customer are outstanding.
- 11.6 A defect is only subject to warranty of DCAF, if it arises within twelve (12) months or within 800 (eight hundred) flight hours after redelivery of the aircraft, whichever may occur first.
- 11.7 The above warranty is in lieu of and the Customer waives all other warranties, obligations and liabilities (express or implied) of DCAF arising by law or otherwise with respect to or relating to all services performed and all materials supplied by DCAF.

## 12. Liability Indemnification and Insurance

- 12.1 The Customer shall indemnify and hold harmless DCAF, its affiliates, and any of their legal successors, assignees, directors, officers, employees, agents, servants and/or subcontractors ("DCAF Indemnittees") on demand from any claim in connection with the performance of the services by DCAF unless caused by DCAF's gross negligence or willful misconduct.
- 12.2 DCAF is not liable for damages (other than personal injury and death) caused by its (simple) negligence. This limitation does not apply in case a material contract obligation has been breached by DCAF's negligence; a material contract obligation exists, if compliance with such obligation is essential for the performance of the transaction as agreed in the contract and a customer is reasonably entitled to rely on such compliance; in such case DCAF's liability is limited to reasonably foreseeable damage caused by DCAF's (simple) negligence.
- 12.3 Under no circumstances will DCAF be liable for any indirect, incidental or consequential damages such as but not limited to loss of profit, or loss of revenue.
- 12.4 During the performance of the services by DCAF, the Customer shall maintain hull insurance coverage for the aircraft and the spare parts and aviation legal liability insurances.
- 12.5 The hull insurances shall provide for a waiver of the insurers' rights of recourse/subrogation against the DCAF Indemnittees and the DCAF Indemnittees shall be included as co-insured under the aviation third party legal liability insurance and such insurance shall (i) contain a standard clause as to cross liability or the severability of interest among parties appearing as additional insured to the effect that each assured shall have the same protection as would have been the case had the policy been issued individually to each of them; (ii) contain a provision that the policy is primary without a right of contribution and the insurance cover will not be affected by any other insurance of which any additional insured has the benefit so as to reduce the amount payable to the additional insured under such policy; (iii) provide that the insurers waive any right of set off, counterclaim or other deduction against the additional insured; (iv) provide that coverage afforded to the additional insured under such policy shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of the Customer which results in a breach of any term, condition or warranty of the policy provided that such additional insured has not caused, contributed to or knowingly condoned said act or omission.
- 12.6 The Customer shall provide to DCAF an insurance certificate including the insurance terms set forth above prior to the delivery of an aircraft for services to DCAF.

## 13. Data Protection

- 13.1 The Customer agrees that DCAF will store and process personal data provided by the Customer for DCAF's purposes in order to carry out the services agreed with the Customer.

## 14. Applicable Law and Jurisdiction

- 14.1 These General Terms and Conditions shall in all respects be governed by and construed in accordance with English law.
- 14.2 Any claim or dispute arising out of or in connection with these [General Terms and Conditions (including non-contractual claims or disputes)] shall be resolved by the Courts of the Dubai International Financial

Centre (DIFC), who shall have exclusive jurisdiction to which you agree to submit.

- 14.3 Nothing in this clause 14 shall limit the rights of DCAF to take proceedings against you in any other court of competent jurisdiction, nor shall taking proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

15. **Severability**

- 15.1 If any provision of these General Terms and Conditions is or becomes invalid, void or unenforceable, the other provisions of these General Terms and Conditions shall not be affected thereby and the parties agree to replace any invalid, void or unenforceable provision by a valid and enforceable provision which has a content that is as similar as possible to the invalid, void or unenforceable provision.

16. **Rights of Third Parties**

- 16.1 Other than each DCAF Indemnitee which shall have the benefit of the indemnity provisions of these General Terms and Conditions, a person who is not a party to these General Terms and Conditions has no right to enforce any term of these General Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.