



## TERMS & CONDITIONS

1. These terms and conditions shall apply to and govern all agreements between the customer and ExecuJet MRO Services Malaysia and shall supersede all statements, representations, understandings and agreements whether oral or in writing previously entered into by ExecuJet MRO Services Malaysia with the customer as well as any future agreement between the customer and ExecuJet MRO Services Malaysia, whether oral or in writing. No relaxation or waiver of these conditions by ExecuJet MRO Services Malaysia shall be binding on ExecuJet MRO Services Malaysia unless reduced to writing and signed by ExecuJet MRO Services Malaysia. If one or more of these conditions are not enforceable for any reason whatsoever, the remaining conditions shall continue in force and effect.

### 2. QUOTATION

Quotations issued are estimates only and are not binding on ExecuJet MRO Services Malaysia in any way whatsoever. Accordingly ExecuJet MRO Services Malaysia shall be entitled to claim and recover from the customer all amounts that may be due to it by the Customer in terms hereof and ExecuJet MRO Services Malaysia shall not, under any circumstances whatsoever, be bound by or limited to the recovery of the amount indicated in a quotation. The acceptance of any quotations and the placing of any order by a customer will not be binding on ExecuJet MRO Services Malaysia unless and until confirmed by ExecuJet MRO Services Malaysia in writing.

### 3. SCOPE AND AUTHORITY

ExecuJet MRO Services Malaysia shall be entitled, but not obliged, in its sole and absolute discretion, to:

- 3.1 Perform any additional or alternative work or supply/fit any spare parts, materials goods, equipment or accessory to any aircraft or aircraft engines to ensure the airworthiness of the aircraft, notwithstanding that same may not be reflected on or be referred to in any quotation provided by the company to any customer, and
- 3.2 Carry out any modifications, alterations, maintenance, checks and the like required or recommended by the manufacturer or supplier of any aircraft, aircraft engine or accessory; and refer any work to any other person or company;

### 4. CHARGES/PRICES

ExecuJet MRO Services Malaysia's prices are not subject to any discounts unless expressly agreed in writing by ExecuJet MRO Services Malaysia. Subject to clause 2, unless otherwise stated, all quotations are valid for fourteen days only and all spare parts, materials, goods, or equipment supplied or fitted in terms of or pursuant to a quotation are supplied on an free on board Subang Airport Malaysia basis. Where the whole or any portion of any quoted price is either directly or indirectly affected by variations in rate of exchange including, but not limited to, currency devaluations, and increase or decrease occasioned by any such variations and devaluation shall be for the customer account. In the case of imported spare parts, materials, goods or equipment, the rate of exchange applicable thereto shall be the official rate of exchange ruling at the time of importation's as indicated on the clearance documents relating hereto.

### 5. TERMS OF PAYMENT

5.1 ExecuJet MRO Services Malaysia may in its sole discretion decide to grant the customer a credit facility in terms of which payment by the customer shall be in instalments on such terms and subject to such rate of interest as ExecuJet

MRO Services Malaysia may decide. The approval of any such credit facility shall only be binding on ExecuJet MRO Services Malaysia if reduced to writing and signed by ExecuJet MRO Services Malaysia.

5.2 Unless otherwise agreed to in writing by ExecuJet MRO Services Malaysia, all amounts due to ExecuJet MRO Services Malaysia in terms hereof or pursuant hereto shall be paid upon completion of work before the release of aircraft. In the event of it being agreed that payment shall be effected by letter of credit, the letter of credit shall be irrevocable, be made out in favour of ExecuJet MRO Services Malaysia, and be valid for a period of six months. Such letter of credit shall further be payable at sight and expressly provide that partial shipments are acceptable. The letter of credit shall further reflect ExecuJet MRO Services Malaysia's bankers thereon.

5.3 The customer shall be obliged to pay interest to ExecuJet MRO Services Malaysia at the prime rate of interest offered by ExecuJet MRO Services Malaysia's bankers from time to time, per month or part thereof, on all amounts due and unpaid by terms hereof or arising here calculated from the due date for payment thereof until the actual date of payment thereof.

### 6. DELAY

ExecuJet MRO Services Malaysia shall not be responsible for and shall have no liability of any nature whatsoever arising from or in consequence of or in connection with any delay whatsoever and, without in any way limiting or affecting the generality of the foregoing, including any liability for loss or use or profit or any special or consequential damages or losses.

### 7. OWNERSHIP

Ownership of all spare parts, materials, goods or equipment supplied or fitted shall remain vested in ExecuJet MRO Services Malaysia or in the owner thereof until payment thereof has been received by ExecuJet MRO Services Malaysia/the owner in full, notwithstanding delivery of the aircraft to which such part have been fitted.

### 8. EXPORT LICENCES

If all or any spare parts, materials, goods or equipment to be supplied are to be imported acquisition thereof shall be subject to all requisite export and other licenses and authorizations being granted by the country concerned.

### 9. WARRANTY AND LIABILITY

9.1 In respect of aircraft repaired (with the exception of paint work) or maintained by ExecuJet MRO Services Malaysia in terms hereof or pursuant hereto, ExecuJet MRO Services Malaysia warrants to the customer that if it is established to the satisfaction of ExecuJet MRO Services Malaysia that failure has occurred within 12 months from the date of the completion of the repair of that aircraft by ExecuJet MRO Services Malaysia ("the warranty period"), whichever shall first occur, and that such failure is due to faulty workmanship on the part of ExecuJet MRO Services Malaysia or any of its employees or the failure of any new part which was replaced by ExecuJet MRO Services Malaysia during the course of the repair or maintenance, ExecuJet MRO Services Malaysia will rectify any such faulty workmanship and either repair or replace such new part free of charge.

As for paint work, ExecuJet warrants that the services carried out for the Customer shall be free from defective workmanship for three (3) months or one hundred (100) flight hours from handover of aircraft back to Customer post maintenance work, whichever earlier.



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The aforesaid warranties are however subject to the following conditions:

- 9.1.1 That the repaired aircraft shall not have been modified, installed, maintained or repaired other than by ExecuJet MRO Services Malaysia itself in a manner which, in the sole discretion of ExecuJet MRO Services Malaysia, is or was likely to adversely affect its operation.
- 9.1.2 That the repaired aircraft shall at all times have been properly maintained and serviced strictly in accordance with the manufacturer's maintenance and service bulletins instructions.
- 9.1.3 That the repaired aircraft shall not have failed as a result, either directly or indirectly, of misuse, negligence or accident other than by ExecuJet MRO Services Malaysia itself.
- 9.1.4 That the repaired aircraft engine or component shall be returned to ExecuJet MRO Services Malaysia for rectification with transport charges prepaid and on the basis that ExecuJet MRO Services Malaysia does not assume the cost of returning the aircraft, engine or component to the customer.
- 9.1.5 That the repair or replacement of any part under this warranty shall extend the warranty period only in respect of the part so repaired or replaced beyond the original warranty period of that part;
- 9.1.6 That ExecuJet MRO Services Malaysia does not warrant any part or accessory to the aircraft, which has not been manufactured by it.
- 9.2 The customer acknowledges and agrees that save as set out in this clause 9, no warranty or guarantee (including those imposed by law) apply in respect of aircraft engines or airframes repaired or maintained by ExecuJet MRO Services Malaysia and ExecuJet MRO Services Malaysia's sole liability in respect of warranties shall be in terms of this clause 9.

**10. LIMITATION OF LIABILITY**

Save as set out in clause 9, and save in the case of wilful misconduct and gross negligence on the part of ExecuJet MRO Services Malaysia (ExecuJet MRO Services Malaysia hereby undertakes to insure itself against any liability on its part for misconduct or negligence on its part as aforesaid and undertakes upon request to furnish the customer with written proof of its having done so), ExecuJet MRO Services Malaysia shall not be liable for any loss of or damage to or destruction of any aircraft, any aircraft engine, any equipment or any accessory or the content of any aircraft, from any cause whatsoever, including, but without in any way limiting or affecting the generality of the foregoing, fire, theft, or accident, whether or not such loss, damage or destruction is caused while the aircraft engine, equipment or accessory or the contents of the aircraft was in ExecuJet MRO Services Malaysia's possession, housed in ExecuJet MRO Services Malaysia's hangars, left in the open, parked, being taxied or test flown, undergoing inspection, repair or maintenance and whether or not such damage or destruction is due to the supply by ExecuJet MRO Services Malaysia to the customer of any services, spare parts, materials, goods or equipment. In addition to and without in any way limiting or affecting the generality of the foregoing, ExecuJet MRO Services Malaysia shall not, under any circumstances whatsoever incur or have any liability for any special or consequential damages or losses of whatsoever nature and howsoever caused and whether due to any wrongful nature and howsoever caused and whether due to any wrongful or negligent act or omission by

ExecuJet MRO Services Malaysia or any of the directors, servants, officers, employees, agents, representatives or invitees or not.

ExecuJet MRO Services Malaysia shall not be liable for any delay in performance or any failure to perform or for any part performance only of any of its obligations due to any cause beyond its reasonable control, including but without being limited to any strike, lock-out or other industrial action; sabotage, terrorism, civil commotion, riot, invasion, war threat or preparation for war, explosion, fire storm, flood, subsidence, epidemic or other natural physical disaster; impossibility or denial or the use of port, airport or station facilities or railway, shipping, aircraft, motor transport or any other means of public transport, breakdown of machinery or facilities; any act or policy of any state or government or any other authority having jurisdiction over either party; any inability to perform any of its obligations due to a supplier of ExecuJet MRO Services Malaysia having failed to deliver any item; any government or any other boycott or sanction or embargo directed at ExecuJet MRO Services Malaysia, Malaysia, its government, nationals or any person connected with Malaysia; or due to a reason similar to any of the foregoing.

**11. LIEN AND PLEDGE**

11.1 All aircraft, aircraft engines, spare parts, equipment and accessories which come into the possession of or under the control of ExecuJet MRO Services Malaysia shall be subject to a special and general lien and pledge for all monies due by the customer to ExecuJet MRO Services Malaysia in respect of work being done; services rendered; spare parts; materials, or goods supplied or fitted; and for every other indebtedness of whatsoever nature which the customer now owes may at any time hereinafter owe to ExecuJet MRO Services Malaysia from whatsoever cause arising. In the event of the customer's indebtedness to ExecuJet MRO Services Malaysia not being paid by the customer in full in accordance with clause 5.2, subject to the provisions of clause 14 hereunder, ExecuJet MRO Services Malaysia shall be entitled, after giving written notice to the customer, to dispose of such aircraft, aircraft engine, spare parts, equipment and accessory upon such terms and conditions and to such person and at such price as ExecuJet MRO Services Malaysia may in its sole and absolute discretion deem fit and whether by way of public auction or private treaty, and the net proceeds received by it from such realization shall be applied by ExecuJet MRO Services Malaysia firstly in reduction of the balance outstanding by the customer to ExecuJet MRO Services Malaysia in terms hereof and thereafter in reduction of every other indebtedness of the customer to ExecuJet MRO Services Malaysia from whatsoever cause arising. In the event of any claim against ExecuJet MRO Services Malaysia by any third-party claiming ownership of any goods over which ExecuJet MRO Services Malaysia claims a lien in terms hereof or in terms of any real right to do so, the agreement between ExecuJet MRO Services Malaysia and the customer in respect of such goods shall be deemed to have been concluded between ExecuJet MRO Services Malaysia and such owner, represented by the customer. Any election by ExecuJet MRO Services Malaysia to recover amounts owing to it from such owner shall not prejudice ExecuJet MRO Services Malaysia's right to elect to proceed against the customer. The customer hereby indemnifies ExecuJet MRO Services Malaysia against any such claims of ownership.

11.2 The provisions of 12.1 hereof shall be in addition to and without prejudice to any other rights, which ExecuJet MRO Services Malaysia might have.



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### **12. HANGARAGE / STORAGE**

In the event of the customer failing to comply with any of these terms and conditions or failing to accept delivery of the aircraft, aircraft engine, spare part, equipment, or accessory concerned within 7 (seven) days after being called upon by ExecuJet MRO Services Malaysia to do so, the customer shall be required to reimburse ExecuJet MRO Services Malaysia for any hangarage fees, or rental and storage charges incurred by ExecuJet MRO Services Malaysia.

### **13. CANCELLATION**

13.1 Without prejudice to any other rights ExecuJet MRO Services Malaysia may have, ExecuJet MRO Services Malaysia may cancel any agreement, or any incomplete part of same between ExecuJet MRO Services Malaysia and the customer, if the customer commits a breach of any of the terms and conditions of such agreement (including but not limited to the failure by the customer to take delivery of the goods) and fails to remedy such breach having been given 7 (seven) days' written notice to do so by ExecuJet MRO Services Malaysia or being a company is placed under provisional or final liquidation or judicial management or an application therefore made; or compromises or attempts to compromise generally with any of its creditors; or fails to satisfy or take steps to rescind any judgment granted against it with 7 (seven) days of the date of judgment.

13.2 On termination of any agreement or any uncompleted part thereof for any reason whatsoever.

13.2.1 The amounts then owed, whether due or not by the customer to ExecuJet MRO Services Malaysia in terms of any agreement shall become due and payable forthwith.

13.2.2 ExecuJet MRO Services Malaysia may retake possession of any goods in respect of which ownership has not passed to the customer.

13.2.3 ExecuJet MRO Services Malaysia shall be entitled to cancel any further deliveries in terms of any agreement with the customer.

### **14. PROCEEDINGS, COSTS AND DOMICILIUM**

14.1 The customer or its representative hereby consents to the jurisdiction of the Courts of Malaysia for the purpose of any action or other legal proceedings which ExecuJet Malaysia or its cessionary may institute against the customer.

14.2 ExecuJet Malaysia or its cessionary shall be entitled to recover from the customer all legal expenses, hangarage fees, or rental, storage charges and all other fees and charges incurred by it with attorneys or collection agents, whether legal action has been instituted or not provided such expenses, have been incurred in consequence of a default by the customer.

### **15. MISCELLANEOUS**

15.1 Any relaxation, which ExecuJet MRO Services Malaysia may permit on any one occasion in regard to any of the customer obligations shall not prejudice or be regarded as a waiver of ExecuJet MRO Services Malaysia right to enforce those obligations on any subsequent occasion.

15.2 This agreement shall not be capable of amended except if such amendment is reduced to writing and signed by both parties.

### **16. GENERAL**

16.1 The contract and these conditions shall be construed according to the laws of the Malaysia.

16.2 The headings in these conditions have been inserted for convenience only and shall not be taken into account for the purposes of their interpretation.

16.3 In the contract and these conditions, the singular shall include the plural, the masculine gender shall include the feminine gender, natural persons shall include legal and juristic persons and vice versa, unless otherwise required or indicated by the context.