

1. AGREEMENT

These terms and conditions, together with the express provisions stated on the face hereof shall, represent the entire agreement between the customer and ExecuJet MRO Services (Pty) Ltd "the company" and shall supersede all statements, representations, understandings and agreements whether oral or in writing previously entered into by the company with the customer. The customer and the company consequently agree that neither party shall be entitled to place any reliance whatsoever on any representation, agreement, statement or understanding other than those expressly incorporated in these terms and conditions in writing or expressly stated on the face hereof. 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 the company in any way whatsoever. Accordingly, the company 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 the company 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 the company unless and until confirmed by the company in writing.

3. SCOPE AND AUTHORITY

The company 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

All work carried out by the company will be charged by the company to the customer at the agreed fee, failing which, at the company's usual fee. All spare parts, goods, equipment or accessories supplied or fitted shall be charged by the company at the company's retail price. The company's prices are not subject to any discounts unless expressly agreed in writing by the company. The customer hereby accepts liability for and agrees and undertakes to pay all such amounts to the company promptly on the due date as stated on any invoice supplied by the company. 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 F.O.B. Lanseria Airport 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 devaluations shall be for the customer's 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 as indicated on the clearance documents relating hereto.

5. TERMS OF PAYMENT

- 5.1 Unless otherwise agreed in writing all amounts due to the company in terms hereof or pursuant hereto shall be paid on receipt of invoice. 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 the company, 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 the company's bankers thereon, which are held with ABSA Bank, Johannesburg, Account nr. 1060830076 and ABSA Bank, Johannesburg, Account nr. 138446-USD-1044-01.
- 5.2 The customer shall be obliged to pay interest to the company at the rate of 2 ("two") per cent per month or part thereof on all amounts due and unpaid by it in terms hereof or arising here from calculated from the due date for payment thereof until the actual date of payment thereof.

6. CORE CHARGES

In the event that a core has been returned to the vendor in terms of the core return policy, and such vendor determine that the returned core is beyond economical repair should any amount become payable, the customer shall be liable thereof. In the event that a core has been returned to the vendor and any amount is required to render such core serviceable, the customer shall be liable for any payment in respect thereof.

7. DELAY

The company 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.

8. OWNERSHIP

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

9. 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 or other Licenses and Authorisations being granted by the country concerned.

10. WARRANTY AND LIABILITY

- 10.1 ExecuJet warrants (the **Warranty**) that the Services carried out (excluding painting, third party work and parts supply) for the Customer shall be free from defective workmanship for twelve (12) months from the Re-Delivery Date (the **Warranty Period**).
- 10.2 In respect of warranty pertaining to aircraft painting, third party repair / services and parts supply the warranty as supplied by the Vendor (the **Warranty**) shall apply and this also including the period of warranty coverage supplied by the Vendor (the **Warranty Period**).

The aforesaid warranty as per Clause 10.1 and 10.2 is however subject to the following conditions:
- 10.2.1 That the repaired aircraft shall not have been modified, installed, maintained or repaired other than by the company itself in a manner which, in the sole discretion of the company, is or was likely to adversely affect its

- operation;
- 10.2.2 That the repaired aircraft shall at all times have been properly maintained and serviced strictly in accordance with the manufacture's maintenance and service bulletins instructions.
- 10.2.3 That the repaired aircraft shall not have failed as a result, either directly or indirectly, of misuse, negligence or accident other than by the company itself;
- 10.2.4 That the repaired aircraft engine or component shall be returned to the company for rectification with transport charges prepaid and on the basis that the company does not assume the cost of returning the aircraft, engine or component to the customer.
- 10.2.5 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.
- 10.2.6 That the company does not warrant any part or accessory to the aircraft which has not been specifically repaired or replaced by it.
- 10.3 The customer acknowledges and agrees that save as set out in this clause 10, no warranty or guarantee (including those imposed by law) apply in respect of aircraft engines or airframes repaired or maintained by the company and company's sole liability in respect of warranties shall be in terms of this clause 10.

11. 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 the company, the company shall not be liable for any loss of or damage to or destruction of the aircraft, aircraft engine, equipment or accessory or the content of the aircraft, from any cause whatsoever, including, but without in any way limiting or affecting the generality of the a 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 the company's possession, housed in the company's hangars, left in the open, parked, being taxied or test flown, undergoing inspection, overhaul, repair or maintenance and whether or not such damage or destruction is due to the supply by the company to the customer of any spare parts, materials, goods or equipment. In addition to and without in any way limiting or affecting the generality of the a foregoing, the company 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 the company or any of the directors, servants, officers, employees, agents, representatives or invitees or not.

12. VIZ MAJOR

The company 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 mains of public or private 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 the company having failed to deliver any item;

any Government or any other boycott or sanction or embargo directed at the company, the Republic of South Africa, its Government, nationals or any person connected with South Africa; or due to a reason similar to any of the foregoing.

13. LIEN AND PLEDGE

- 13.1 All aircraft, aircraft engines, spare parts, equipment and accessories which come into the possession of or under the control of the company shall be subject to a special and general lien and pledge for all monies due by the customer to the company 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 or may at any time hereafter owe to the company from whatsoever cause arising.
- 13.2 The provisions of 13.1 hereof shall be in addition to and without prejudice to any other rights which the company might have.

14. 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 the company to do so, the customer will be required to reimburse the company for any hangarage fees, or rental and storage charges incurred by the company.

15. CANCELLATION

- 15.1 Without prejudice to any other rights the company may have, the company may cancel the contract or any incomplete part of it, if the customer commits a breach of any of the terms and conditions of the contract (including but not limited to the failure by the customer to take delivery of the goods); or being an individual, is provisionally or finally sequestered or surrenders his or her estate or any application therefor is made; or being a partnership is terminated; or being a company is placed under provisional or final liquidation or judicial management or an application therefor is 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 within 7 (seven) days of the date of judgment.
- 15.2 On termination of the contract any uncompleted part thereof for any reason whatsoever;
- 15.2.1 The amounts then owed, whether due or not by the customer to the company in terms of the contract shall become due and payable forthwith;
- 15.2.2 The company may retake possession of any goods in respect of which ownership has not passed to the customer;
- 15.2.3 The company shall be entitled to cancel any further deliveries in terms of this or any other contract with the customer.

16. PROCEEDINGS, COSTS AND DOMICILIUM

- 16.1 The customer or his representative hereby consents to the jurisdiction of the Supreme Court of South Africa (Witwatersrand Local Division) for the purpose of any action or other legal proceedings which the company or its cessionary may institute against the customer.
- 16.2 Notwithstanding the contents of Clause 16.1 hereof, the company or its cessionary may, at its option and with the consent of the customer, which is hereby irrevocably granted, institute any legal proceeding which might

Notwithstanding the contents of Clause 16.1 hereof, the company or its cessionary may, at its option and with the consent of the customer, which is hereby irrevocably granted, institute any legal proceeding which might arise in terms hereof or pursuant hereto in any Magistrate's court having jurisdiction in respect of the customer in terms of the Magistrate's Court Act No 32 of 1944, or an amendment thereof, notwithstanding that the claim or the value of the matter in dispute might otherwise exceed the jurisdiction of such magistrate's court in respect of the cause of action.

- 16.3 The company 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.
- 16.4 The customer hereby selects his address set forth on the face hereof to be his domicile Catani ET executed for all purposes arising here from and for the service of any process.

17. MISCELLANEOUS

- 17.1 The company is not obliged to provide hangar space for customer's aircraft.
- 17.2 The new parts listed on this invoice have been certified as airworthy by the suppliers. Documentary evidence of such is held by this company.
- 17.3 Any relaxation which the company may permit on any one occasion in regard to any of the customer's obligations shall not prejudice or be regarded as a waiver of the company's right to enforce those obligations on any subsequent occasion.

18. GENERAL

- 18.1 The contract and these conditions shall be construed according to the laws of South Africa.
- 18.2 The headings in these conditions have been inserted for convenience only and shall not be taken into account for the purposes of their interpretation.

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.