

## 1 APPLICATION

1.1 These Maintenance Conditions apply to those circumstances that ExecuJet provides Services to the Customer.

## 2 DEFINITIONS AND INTERPRETATION

2.1 The Definitions ascribed in the Proposal and the General Terms and Conditions are hereby incorporated by reference.

## 3 APPROVED MAINTENANCE ORGANIZATION

3.1 ExecuJet is an approved maintenance organization authorised by ExecuJet's NAA (as defined in the Proposal, and as may be set out in Schedule 4 Aircraft Details).

## 4 SCOPE OF WORK

4.1 At all relevant times it remains the Customer's responsibility to carry out all maintenance planning and to define the Work Scope for the maintenance of the Aircraft as follows:

- (a) The Customer shall present the Work Scope to ExecuJet for examination as part of the request for quotation process; and
- (b) The Customer shall prepare the Work Package as defined in the Proposal and present this to ExecuJet prior to the scheduled Input Date at a mutually agreed time; and

4.2 Upon signing of Maintenance Services Contract by the Customer, ExecuJet shall issue a Work Authorisation.

**Note: Aircraft Inspection downtimes stated on ExecuJet Proposals are estimated, based on prior experience and OEM published data. This estimation of downtime is provided against scheduled maintenance and other requirements listed in the Proposal only, unless otherwise noted. As the defects are unknown and cannot be quantified before the inspection has been completed, it is advisable for the Operator to build in a buffer for the rectification of defects and not assume that the aircraft will be released on the day the inspection is planned to be finalized.**

## 5 LOCATION OF THE SERVICES

5.1 When the Services include base maintenance, such Services shall be performed by ExecuJet at Facility.

5.2 When the Services include line maintenance, such Services shall be performed by ExecuJet at the Facility or such other location when either (i) requested by the Customer; or (ii) arising from the unserviceability of the Aircraft. When the Services are performed at a location

other than the Facility, they will be carried out in accordance with the alternative facility's safety procedures and the terms and conditions of hangar keeper's user policy.

## 6 SUBCONTRACTING

6.1 ExecuJet may subcontract the Services to a third party subject to ExecuJet ensuring that it:

- (a) adheres to its procedures for subcontracting including the maintenance sub-contracting control system for approved and unapproved subcontractors;
- (b) adheres, as required, to Part 145.75; and
- (c) keeps the Customer and ExecuJet's NAA fully informed about the subcontracting.

## 7 CUSTOMER'S AMP

7.1 The Customer will provide ExecuJet with their approved AMP reference.

7.2 The Customer shall ensure that the AMP remains approved by the Customer's NAA at all relevant times to the latest OEM source document revision.

7.3 In the event of a conflict between the AMP and the latest revision of the OEM maintenance manual EJME shall refer the conflict to the Customer and it shall be the Customer's responsibility to resolve the conflict.

## 8 MEETINGS

8.1 Contract review, work scope planning and technical meetings: Upon the arrival of the Aircraft at the Facility, and from time-to-time throughout the period the Aircraft is undergoing maintenance at the Facility, the relevant technical personnel of each of ExecuJet and the Customer shall meet to:

- (a) consider any revision required to the Scope of Work;
- (b) plan and schedule the Scope of Work to ensure that the Services to be provided may be commonly agreed;
- (c) review on a regular basis technical matters including but not limited to, AD's, SB's, future modifications, major defects found during maintenance checks and reliability.

8.2 Reliability meeting: When a reliability programme is in place, ExecuJet and the Customer shall meet to agree on each Party's responsibility under the program, including the scheduling of any reliability meetings.

## 9 CUSTOMER'S REPRESENTATIVE AT THE FACILITY

9.1 Both Parties agree that a representative of the Customer shall be stationed at the Facility

from the Input Date until the Re-delivery Date if it is deemed necessary.

9.2 ExecuJet shall extend to the Customer's representative escorted access to the Facility and the Customer's representative, at ExecuJet's costs, will be provided with appropriate office space and facilities for the duration of the Relevant Period.

9.3 The Customer shall be responsible for ensuring that the Customer's representative conforms to ExecuJet's regulations and instruction, written or otherwise displayed. In particular, the Customer's representative is expected to be familiar with the fire, emergency and building evacuation instructions and any other safety procedures.

## **10 QUALITY MONITORING AND NAA INVOLVEMENT.**

10.1 To assist the Customer in obtaining and/or maintaining its approval from the Customer's NAA, ExecuJet shall:

- (a) afford reasonable access, to (i) the Customer's quality department; and/or (ii) the Customer's NAA; for the performance of any required quality surveillance (including audits); and
- (b) use its reasonable endeavours to respond to any requests for corrective actions issued by the Customer's NAA within the agreed time.

10.2 When the Customer's NAA and ExecuJet's NAA are different, the Parties shall cooperate with their respective NAA to ensure that the NAA's Requirements are clearly defined and that any necessary delegations have been established.

## **11 QUALITY MEETINGS**

11.1 In the event the Customer undertakes quality surveillance activities in accordance with clause 10.1(a):

- (a) the Customer shall provide ExecuJet with the results of the quality audit as soon as it is available; and
- (b) ExecuJet and the Customer shall meet as soon as reasonably practicable following the provision of the quality audit to ExecuJet and, if necessary, the Parties shall agree upon any corrective actions.

## **12 AIRWORTHINESS DATA**

12.1 ExecuJet shall use the latest applicable Airworthiness and maintenance Data supplied by the OEM or NAA.

## **13 INCOMING CONDITION OF THE AIRCRAFT**

13.1 The Customer shall ensure that:

- (a) the Aircraft has or shall have been maintained in accordance with the AMP and the NAA requirements; and
- (b) all defects in the Aircraft which should be reasonably known to the Customer are notified to ExecuJet.

## **14 AIRWORTHINESS DIRECTIVES & SERVICES BULLETIN MODIFICATIONS**

14.1 Airworthiness Directives:

- (a) All ADs issued by the type certificate holder's NAA or the applicable NAA must be complied with.
- (b) The Customer shall maintain, and provide ExecuJet with, a current list of each AD applicable to the Aircraft's airframe, engines, APU and components setting out: (i) the AD title and description; (ii) the AD number; (iii) the AD due date; (iv) the AD complied with date; (v) whether the AD is one off or repetitive; (vi) how the AD will be complied with.

14.2 Service Bulletins:

- (a) Whether the Services will include compliance with SBs and any other modifications will be the sole responsibility of the Customer.
- (b) The Customer shall maintain and provide ExecuJet with a current list of each SB in the original airframe, engine and APU maintenance logbooks setting out: (i) the SB or modification number; (ii) the SB title and description; and (iii) the SB compliance date.
- (c) Any optional modifications to the Aircraft requested by the Customer may require the approval of an applicable NAA.

14.3 In the event the Services include modifications to the Aircraft relating to compliance with AD and/or SB:

- (a) the Customer shall consult and coordinate with ExecuJet to jointly plan accomplishment of the AD or SB;
- (b) the Customer shall obtain the approval of the applicable NAA (if required);
- (c) the Customer shall specify to ExecuJet the types of information they require to complete the control of ADs and SBs.

## **15 HOURS AND CYCLES**

15.1 The Customer shall be responsible for ensuring that the Aircraft, engines, APU and

all component hours and cycles are maintained in accordance with the AMP.

## **16 COMPONENT CONTROL**

16.1 The Customer shall notify ExecuJet of any loan unit(s) fitted to the Aircraft. Specific arrangements for the return of the unit(s) will be notified in writing by ExecuJet at the time of the maintenance input. Any unit(s) not returned on time will incur late return fees payable by the Customer in accordance with ExecuJet's published late return fees.

16.2 ExecuJet will notify the Customer of any component replacements and longer-term life limitations during the input.

## **17 LIFE LIMITED PARTS**

17.1 The Customer shall:

- (a) maintain an updated record of the life limited parts of the Aircraft at all times; and
- (b) perform day-to-day life limited parts control for the Aircraft.

## **18 SUPPLY OF PARTS**

18.1 It is the responsibility of ExecuJet:

- (a) to issue parts and materials required during maintenance;
- (b) to be satisfied that the parts and materials meets the approved data/standard; and
- (c) to ensure that the parts and materials is in satisfactory condition for installation;
- (d) to save for those circumstances involving unscheduled maintenance and/or defect rectification carried out by another approved maintenance organization other than ExecuJet.

18.2 In all cases (including those instances where parts are supplied by the Customer from a pooled source) the Customer shall ensure that the parts and materials:

- (a) are obtained from an appropriately certified source which is acceptable to the Customer's NAA;
- (b) meets the approved data and/or standard; and
- (c) is in a satisfactory condition for fitment as determined by ExecuJet's incoming/goods receiving inspection process and the particular component is eligible to be fitted when different modifications and or airworthiness directive configurations may be applicable.

18.3 Prior to any part or component being exchanged between aircraft within the Customer's fleet, the Customer's must (i)

provides acceptance of the exchange in writing to ExecuJet; and (ii) adhere to any applicable provisions within the AMP.

18.4 Any parts or components being classified as Beyond Economic Repair ("BER") will be notified to the Customer. The disposal of such BER parts or components will take place in accordance with ExecuJet's procedures. In the event an alternative method of disposal is requested by the Customer, it is in ExecuJet sole discretion whether or not to accept this request.

## **19 TITLE TO COMPONENTS**

19.1 Should the Customer request ExecuJet to supply any Component to accomplish the Services then the following conditions shall apply:

- (a) Where any Component is supplied by ExecuJet on an exchange basis and fitted to the Aircraft in place of a "Removed Component", title to such Component shall pass from ExecuJet to the Customer on such exchange and title to the Removed Component shall simultaneously pass to ExecuJet;
- (b) Where the Removed Component is not of a standard acceptable to ExecuJet in its reasonable opinion and an exchange has occurred, then ExecuJet shall charge the Customer the full value of the Component, in the Customer's possession (plus a handling charge in accordance with the Commercial Terms and Conditions) and credit the exchange fee back to the Customer;
- (c) Title to any Component supplied on sale shall be retained by ExecuJet until the Component has been paid for by the Customer;
- (d) Title to any Component supplied on loan shall be retained by ExecuJet; and
- (e) Where Title is retained in any Component the risk with respect to its loss or damage shall at all times remain with the Customer.

19.2 ExecuJet and the Customer each warrants to the other that they each transfer the Components as beneficial owners thereof and that each Component shall be free and clear from all lien charges and other encumbrances.

## **20 SCHEDULED AND UNSCHEDULED MAINTENANCE**

20.1 Scheduled and unscheduled maintenance, for the purposes of the Agreement, comprises:

- (a) All maintenance included in the AMP, including Line Maintenance when arising at main base;
  - (b) All engine and APU maintenance while they are installed on the Aircraft;
  - (c) All unscheduled maintenance arising at main base, together with the rectification of defects arising from the contracted maintenance and flight defects reported for rectification at main base; and
  - (d) Maintenance at any location where the need for such maintenance arises from un-serviceability of the Aircraft or from the need to support occasional line maintenance, subject to availability, tool and material support and the conditions specified in the ExecuJet NAA approved exposition.
- 20.2 ExecuJet in consultation with the Customer will plan base maintenance visits in accordance with the AMP to the latest OEM maintenance manual revision.
- 20.3 ExecuJet will provide a maintenance proposal of inspections in advance which shall only include the scheduled labour costs and will expressly exclude any defect rectification, sub-contractor/contractor costs, spare parts and associated shipping costs that may be required as a result of the maintenance proposal.
- 20.4 In the event that away from base maintenance Mobile Repair Party (**MRP**) is required, ExecuJet shall provide the Customer with an MRP proposal detailing the required maintenance and all associated travel and accommodation costs. The provision of MRP will be subject to the Customer accepting responsibility for ExecuJet's associated costs including but not limited to travel costs including airfares, taxis etc; subsistence and travel allowance (per-diem); normal labour and overtime as may be applicable; travel time to and from the repair facility.
- 20.5 ExecuJet shall not defer any defect rectification unless agreed by the Customer.
- 20.6 ExecuJet is not permitted to carry out any unscheduled defect rectification or unscheduled maintenance without the prior written approval of the Customer.
- 20.7 ExecuJet will notify the Customer of the details of any maintenance task which is deferred for later accomplishment and obtain agreement for such deferment.
- 20.8 ExecuJet shall be entitled, but not obliged, in agreement with and authorisation from the Customer:
- (a) perform any additional or alternative work or supply/fit any spare parts, materials, goods, equipment or accessory to any Aircraft or Engines to ensure the airworthiness of the Aircraft notwithstanding that the same may not be reflected on or be referred to in any proposal provided by ExecuJet to any Customer;
  - (b) carry out any modifications, alterations, maintenance and checks that are required or recommended by the manufacturer of any Aircraft, aircraft engine or accessory or any applicable NAA; and
  - (c) refer any work to any other person or company subject to Clause 6.
- 20.9 Prior to undertaking any works relating to an installation which shall require the issuing of a Supplemental Type Certification (STC), the Customer shall provide ExecuJet with the applicable NAA's approval.
- 21 DEFERRED TASKS**
- 21.1 Release to Service of the Aircraft after incomplete maintenance by ExecuJet is only permitted with the agreement of the Customer and in accordance with ExecuJet's NAA's Requirements.
- 21.2 In the event that ExecuJet notifies the Customer of outstanding rectification maintenance required for the Aircraft and the Customer rejects the rectifications proposed (the Rejection), the Customer: (i) shall notify ExecuJet in writing of the Rejection; and (ii) acknowledges that the Rejection shall appear on the CRS.
- 21.3 In all cases the Customer's Minimum Equipment List (MEL) must be complied with. In the event of a defect occurring at a location where it cannot be rectified by an appropriately approved maintenance organisation, and the aircraft cannot be flown to a place where such rectification can be accomplished, ExecuJet will use its reasonable endeavours to provide prompt on-site support to accomplish the necessary rectification.
- 22 DEVIATION FROM THE MAINTENANCE (SCHEDULE) PROGRAM**
- 22.1 ExecuJet will support the Customer with technical justification for all reasonable variations or deviations from the schedule of

maintenance where the program makes such provision.

22.2 The Customer has ultimate responsibility for any deviation from or variations to the program and where the need arises will request approval for such deviation or variation from the NAA.

22.3 ExecuJet will not deviate from the schedule of maintenance without the prior knowledge of the Customer.

### **23 MAINTENANCE FLIGHT**

23.1 All maintenance flights shall be performed in accordance with the Customers' continuing airworthiness management exposition.

23.2 Any and all maintenance flights shall be carried out: (i) at the risk and expense of the Customer; (ii) by flight crew supplied by the Customer and acceptable for the purpose to the NAA, and always subject to the liability and indemnity provisions of Clause 7 of the General Terms and Conditions.

23.3 ExecuJet recommends a post maintenance proving flight after all major maintenance, to identify any defects that may have manifested during the course of maintenance and to ensure reported defects have been successfully rectified.

23.4 Subject to Article 23.2 of these Maintenance Conditions, when engine runs and taxiing of the Aircraft is required by the Customer, ExecuJet may authorise its relevantly certified staff to perform the engine runs and/or taxi of the Aircraft. ExecuJet's certified staff shall be trained on how to use the radios and instruction in respect to aerodrome layouts, route, signs markings, lights, ATC signals and instructions, phraseology and procedures. The engine run and taxi permissions shall be endorsed on the ExecuJet's certifying staff's Company authorisations.

### **24 BENCH/CELL TEST**

24.1 Upon the request of the Customer, a representative of the Customer may witness an engine undergoing test.

### **25 RELEASE TO SERVICE DOCUMENTATION**

25.1 The release to service of the Aircraft shall be performed by ExecuJet in accordance with the NAA's maintenance organisation exposition.

25.2 Upon the completion of all scheduled maintenance, ExecuJet shall issue (as applicable):

(a) a Certificate of Release to Service (**CRS**);

(b) a copy of the CRS to the Customer for inclusion into the Aircraft's Technical Log, in accordance with the NAA's maintenance organisation exposition procedures, which forms part of the Aircraft Maintenance Statement issued by ExecuJet;

(c) a copy of the Certificate of Maintenance to the Customer; and

(d) a detailed work report listing (i) all modifications embodied; (ii) list of repairs; (iii) list of ADs incorporated; (iv) list of SBs embodied; (v) list of new and open deferred tasks (carried forward list); and (vi) list of component changes.

### **26 MAINTENANCE RECORDING**

26.1 ExecuJet will furnish all required maintenance records and data to the Customer in accordance with the NAA's Requirements.

26.2 These maintenance records shall remain the property of the Customer and shall be provided to the Customer at the time the Aircraft is returned.

26.3 The original of the Work Package relating to the Services shall be retained by the Customer and ExecuJet shall retain a copy, (electronic or otherwise), for the duration specified by the NAA's Requirements.

### **27 EXCHANGE OF INFORMATION**

27.1 The Customer may request ExecuJet, via email, video conferencing, telephone call or in person to participate, if desired, in Technical, Quality, Work scope Planning and Agreement reviews and meetings affecting the airworthiness and safe operation of the Customers aircraft(s). ExecuJet will participate, if invited by the Customer, in a Maintenance Review Meeting to discuss ways and means of ensuring the greater effectiveness of ExecuJet's performance and the co-operation of ExecuJet in achieving safe operation.

### **28 DISPOSAL OF RADIOACTIVE WASTE & DANGEROUS GOODS**

28.1 ExecuJet is obliged by the laws of the UAE to dispose of Radioactive waste and Dangerous Goods in accordance with the requirements of the Radiation and Protection Control Department. Where the Customer requires that ExecuJet dispose of such Radioactive waste or Dangerous Goods then ExecuJet will charge and the Customer shall pay all costs associated with such disposal.

**29 FATIGUE MANAGEMENT**

29.1 ExecuJet has a Human Factors policy and procedures. It operates a shift based on 8 hours per day with a maximum working day of 12 hours. Any overtime above 12 hours is at the express permission of the General Manager Maintenance (GMM). Maintenance staff are not permitted to work more than 80 hours overtime a month unless specifically authorised by the GMM and notified to the Compliance Manager.

**30 GOVERNING LAW AND JURISDICTION**

30.1 These Maintenance Conditions shall be governed by and interpreted in accordance with DIFC law.