

**1 APPLICATION**

1.1 These General Terms and Conditions set forth the terms and conditions governing the rental of Hangar by the Customer from ExecuJet.

**2 DEFINITIONS AND INTERPRETATION**

2.1 The following words and expressions shall have the meanings hereby assigned to them in these General Terms and Conditions:

"Aircraft Hangarage Proposal" means agreement between ExecuJet and a Customer relating to the provision of the Aircraft Hangarage Services pursuant to which these General Terms and Conditions form part of;

"Charges" means such fees and charges agreed by the Parties in respect of and incidental to the Customer's rental of the Hangar from ExecuJet Aircraft Hangarage Agreement or otherwise;

"Customer" means that natural or legal person who agrees to rent the Hangar from ExecuJet;

"ExecuJet" means ExecuJet MRO Services Middle East LLC (DWC-Branch);

"Force Majeure Event" has the meaning ascribed to it in Clause 15.1 of these General Terms and Conditions;

"Governing Jurisdiction" means the legal jurisdiction governing these General Terms and Conditions agreement;

"Hangar" means the required space within the hangar of ExecuJet located at parking bay G20A at Al Maktoum International Airport or such other hangar space agreed between the Parties;

"Indemnified Parties" means ExecuJet, its affiliates, owners, agents and sub-contractors and its and their respective employees, officers and directors, successors and assigns;

"Taxes" means any and all sales, use, business, gross income, personal property, transfer, fuel, leasing, value added, excise, gross receipts, franchise, stamp, income, levies, imposts, withholdings or other fees, taxes or duties of any nature, together with any penalties, fines, charges or interest thereon;

"Term" means the period pursuant to which the Customer has agreed to rent the Hangar from ExecuJet;

"VAT" means value added tax in accordance with the provisions of the UAE Federal Decree – Law No. (8) of 2017 on Value Added Tax and the related Executive Regulation, orders and directives.

2.2 In these General Terms and Conditions:

- (a) any reference to:
  - (i) an agreement or instrument is a reference to the agreement or instrument as amended or novated;
  - (ii) a "person" includes any person, firm, company, corporation, government, state or agency of a state or any two or more of the foregoing;
  - (iii) the Customer or ExecuJet shall, where the context permits, include their successors and permitted assigns;
  - (iv) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental body, agency,

department or regulatory, self-regulatory or other authority or organization.

(v) a provision of law is a reference to that provision as amended or re-enacted; and

(vi) a clause is a reference to a clause of these General Terms and Conditions;

(b) words importing the plural include the singular (and vice versa);

(c) the interpretation of general words shall not be restricted by being preceded by words including a particular class of acts, matters or things or by being followed by particular examples; and

(d) section and clause headings are for ease of reference only.

**3 AGREEMENT TO RENT**

3.1 ExecuJet agrees to rent to the Customer and the Customer agrees to rent from ExecuJet the Hangar.

3.2 The Customer acknowledges that it has inspected the Hangar and accepts the Hangar is suitable for the Customer's use and purpose.

**4 OBLIGATIONS OF THE CUSTOMER**

4.1 The Customer represents and warrants it has the full authority to enter into the Aircraft Hangarage Agreement.

4.2 The Customer agrees:

(a) To use the Hangar exclusively for the storage and any works to be performed on the Aircraft and as needed for the use of the hangar space. No non-aviation items shall be kept, stored, or maintained in the Hangar without the consent of ExecuJet;

(b) To make no alterations to the Hangar without written consent of ExecuJet;

(c) Not to make alterations, additions, or improvements to or about the Hangar without the written consent of ExecuJet;

(d) To clean-up of any hazardous or other material spills from the Customer's aircraft, vehicles, or containers;

(e) To surrender the Hangar at the termination of the Hangarage Services Agreement in as good condition as when first occupied, reasonable wear and tear excepted; and

(f) Not store any flammable material (except for fuel in an aircraft) nor store other dangerous and hazardous goods and materials, in or around the Hangar, without ExecuJet's prior written consent.

**5 OBLIGATIONS OF EXECUJET**

5.1 ExecuJet represents and warrants that:

(a) It is authorised to enter into the Hangarage Services Agreement and is bound by its terms; and

(b) It has the right to grant the Customer the use of the Hangar for the purposes contemplated hereunder.

**6 INDEMNITY AND LIABILITY**

6.1 All conditions, warranties, representations or obligations whether express or implied, statutory or otherwise, which may impose any liability on ExecuJet arising directly out of or in connection with the performance of the Services are hereby expressly excluded, waived and renounced by the Customer.

6.2 To the full extent permissible under the applicable law, ExecuJet hereby indemnifies and forever holds harmless the Customer, its shareholders, affiliates, directors, officers, employees servants, contractors and agents from and against any and all claims, demands, proceedings, costs, expenses (including but not limited to legal fees and disbursements) and liabilities arising out of or in connection with:

- (a) *loss of or damage to any property (including, but not limited to, the Customer's aircraft and other property); and*
- (b) *death of or injury to persons including but not limited to the Indemnified Parties; and*
- (c) *except to the extent that such claim, demand, proceeding, cost, expense, or liability is caused by ExecuJet's negligence or wilful misconduct.*

6.3 Save as expressly provided in Clause 7.1, to the full extent permissible under the applicable law, the Customer hereby indemnifies and forever holds harmless the Indemnified Parties from and against any and all claims, demands, proceedings, costs, expenses (including but not limited to legal fees and disbursements) and liabilities irrespective of when the same shall be made or incurred and howsoever arising and of whatsoever nature whether in any tort, in contract, statute or otherwise at law in respect of:

- (a) *loss of or damage to any property (including, but not limited to, the Aircraft and the Customer's property); and*
- (b) *death of or injury to persons including but not limited to the Customer's employees, officers, and directors, third parties, customers, passengers, agents and sub-contractors; and*
- (c) *any act or omission of the Customer, its employees, officers and directors (including, but not limited to, personnel of the Customer's agents and sub-contractors), and any third parties; arising out of or in connection with use of the Hangar,*

*except to the extent that such claim, demand, proceeding, cost, expense, or liability is caused by the negligence or wilful misconduct of an Indemnified Party.*

6.4 In no circumstances will the Indemnified Parties or Customer be liable whether in tort (including negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, aircraft finance costs; cost of capital whilst the aircraft is out of service, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special indirect or consequential or pure economic loss, costs, damages, charges or expenses.

## 7 INSURANCE

7.1 ExecuJet warrants that it shall maintain in full force and effect during the Relevant Period Hangar Keepers and Aircraft Product Liability Insurance evidence of which shall be provided to the Customer upon the Customer's reasonable request.

7.2 The Customer undertakes to obtain and maintain in full force and effect during the Relevant Period insurance on terms acceptable to ExecuJet in respect of the Aircraft, parts, goods, property, and personal including:

- (a) *Aircraft Third Party, passenger legal liability insurance;*
- (b) *Hull All and War Risks of Loss or Damage whilst flying and on the ground; and*

(c) *All Risk and War Third Party legal liability insurance.*

7.3 The insurance procured by the Customer in accordance with Clause 8.2 shall:

- (a) *ete Note the terms of Clause 7;*
- (b) *provide for insurers to waive any and all rights of subrogation against the Indemnified Parties;*
- (c) *name ExecuJet as additional insured to the extent of the indemnity provided herein subject to a severability of interest clause and shall provide:*
  - (i) that the Indemnified Parties shall not be prejudiced by any breach of warranty or other act or omissions by the Customer which may render a claim by the Customer under the policy void or voidable.

## 8 FEE AND PAYMENT

8.1 ExecuJet shall charge the Customer for the use of the Hangar at the rates agreed between the Parties (the **Charges**). Where no fee has been agreed in advance, ExecuJet's published fee shall apply.

8.2 All prices quoted by ExecuJet to the Customer are subject to 5% VAT. Where charges applicable thereto are subject to VAT, the Customer shall be liable and shall pay such VAT to ExecuJet at the prescribed rate.

8.3 Unless otherwise agreed between the Parties, ExecuJet shall invoice and the Customer agrees to pay on delivery (the **Due Date**) for all services rendered.

8.4 If the Customer fails to make payment of any amount by the Due Date (**Outstanding Debt**), without prejudice to any right or remedy available, ExecuJet is entitled to:

- (a) *Charge the Customer interest on the Outstanding Debt at an annual rate of 4% above the base rate of Barclays Bank Plc in the United Kingdom from time to time which interest shall accrue on a daily basis from the date on which payment was due to the date on which payment is made of the Outstanding Debt in full; and*
- (b) *Suspend the Customer's use and access to the Hangar (or part thereof) as applicable from time to time at the applicable rate to be determined by ExecuJet.*

8.5 Each party will bear its own costs of telegraphic transfer and bank charges incurred in connection with the supply of the Services.

8.6 All payments to be made by the Customer hereunder shall be made without set off or counterclaim and free and clear of and without deduction for or on account of any present or future taxes, charges, levies, imposts, duties. If the Customer is compelled by law to make the deduction the Customer will ensure that the deduction does not exceed the minimum legal liability therefore and the Customer shall pay to ExecuJet such additional amounts as may be necessary to ensure that ExecuJet receives a net amount equal to the full amount that would have been received had the payment not been made subject to such.

8.7 Any Taxes (other than those assessed upon or chargeable by reference to income or profits), duties, or other impositions or levies imposed by competent fiscal authorities upon any charge, matter or thing arising by reason of the Customer's rental of the Hangar (including, without limitation, VAT) shall be chargeable to the Customer.

## 9 INTELLECTUAL PROPERTY RIGHTS

9.1 Unless otherwise expressly agreed in writing, ExecuJet owns the rights in the work product that ExecuJet produces in providing Services to the Customer. Subject to payment of ExecuJet's fees for Services provided, ExecuJet grants to the Customer a non-exclusive license to use the work product for the purposes for which ExecuJet produced it for the Customer. This license does not allow the Customer to give the work product to third parties unless ExecuJet has specifically agreed to this in writing.

## 10 EXPORT CONTROL

10.1 The Customer shall comply with the provisions and requirements of all export or import control laws, regulations or obligations imposed by and as amended from time to time of the United Arab Emirates, and any other or any other applicable country.

10.2 The Customer shall indemnify and hold harmless ExecuJet from and against any and all claims, losses, damages, expenses, costs, demands, liabilities and proceedings suffered or incurred by the Customer and arising from or in respect of compliance with any of the provisions and requirements specified in Clause 13.1.

## 11 FORCE MAJEURE

11.1 "**Force Majeure Event**" means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service.

11.2 Provided it has complied with Clause 14.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of these General Terms and Condition or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

11.3 The corresponding obligations of the other party will be suspended, and it is time for performance of such obligations extended, to the same extent as those of the Affected Party.

11.4 The Affected Party shall:

- (a) *as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and*
- (b) *use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.*

11.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) days, the party not affected by the Force Majeure Event may terminate the applicable agreement for the provision of Services by ExecuJet by giving fourteen (14) days written notice to the Affected Party.

## 12 TERMINATION

12.1 The Customer may terminate the Aircraft Hangarage Agreement by serving written notice on ExecuJet to take immediate effect if:

- (a) *ExecuJet is in breach of any of its obligations under these General Terms and Conditions and/or subject other terms and conditions agreed between the Parties and fails to remedy such breach within thirty (30) days of being requested to do so; and/or*
- (b) *ExecuJet makes any arrangement with or compounds with its creditors, has a receiver, administrator, liquidator or similar officer appointed, passes a resolution for or has a petition presented for or enters into administration or liquidation, ceases trading or is or becomes insolvent.*

12.2 At ExecuJet's option, ExecuJet may suspend the Customer's rights under the Aircraft Hangarage Agreement or terminate the Aircraft Hangarage Agreement with immediate effect by serving written notice on the Customer if:

- (a) *the Customer is in breach of any of its obligations under these General Terms and Conditions and fails to remedy such breach within thirty (30) days of being required to do so; and/or*
- (b) *the Customer makes any arrangement with or compounds with its creditors, has a receiver, administrator, liquidator or similar officer appointed, passes a resolution for or has a petition presented for or enters into administration or liquidation, ceases trading or is or becomes insolvent.*

12.3 ExecuJet shall refund any advance payments of rent under the Aircraft Hangarage Agreement for such period not utilised at the date of termination.

- (a) *to that Aircraft Work Authorization.*
- (b) *Upon termination of an agreement*

## 13 CONFIDENTIALITY

13.1 Subject to Clause 16.3 and unless otherwise agreed, all commercial terms and conditions (including the Commercial Terms) and all information including propriety information becoming available or coming into the possession or knowledge of either Party by virtue of an agreement between ExecuJet to the Customer or the performance of such agreement, shall at all times be treated by the parties hereto as confidential and shall not be published, disclosed or circulated except (and only insofar as is necessary) in connection with the performance by the Parties hereto of their obligations under these General Terms and Conditions or as required by the statutory authorities or for the purpose of legal proceedings relating thereto.

13.2 The Customer shall ensure that the obligation of confidentiality contained in this Clause 16 shall be brought to the notice of all its relevant employees, servants, principals, and agents.

13.3 The obligations of the Parties under this Clause 16 shall survive and continue after the discontinuance or termination of the contractual relationship, including an agreement, or any part thereof and shall be binding on

authorised assignees and successors in title of the parties hereto.

#### 14 MISCELLANEOUS

- 14.1 These General Terms and Conditions and the terms of any agreement for the for the renting of the Hangar by the Customer from ExecuJet and the constitutes the entire agreement between the Parties hereto in relation to its subject matter and no addition to or variation of it shall have any effect unless in writing and signed by persons duly authorised on behalf of each Party.
- 14.2 Neither Party hereto shall assign or transfer or permit the assignment or transfer of the Agreement, without the prior written consent of the other party hereto. Any purported assignment or transfer without such consent shall be null and void and of no force or effect.
- 14.3 Nothing in these General Terms and Conditions or any agreement between the Parties is intended or shall be construed to create or establish any partnership, joint venture or fiduciary relationship between the Parties unless expressly stating otherwise.
- 14.4 No failure or delay on the part of ExecuJet to exercise any power, right or remedy under these General Terms and Conditions or any agreement between the ExecuJet and the Customer shall operate as a waiver thereof, nor shall any single or partial exercise by ExecuJet of any power, right or remedy.
- 14.5 If any provision of these General Terms and Conditions or any other agreement between ExecuJet and the Customer is prohibited or unenforceable in any jurisdiction such prohibition or unenforceability shall not invalidate the remaining provisions thereof or affect the validity or enforceability of such provision in any other jurisdiction.
- 14.6 A person who is not a party to the Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or to enjoy the benefit of any term of these General Terms and Conditions.
- 14.7 The Customer will not and will procure that any shareholders, beneficial owners or guarantors of the Customer will not hire, solicit for hire or deal with any employee, any crew, ground staff or sub-contractor of ExecuJet during the Relevant Period or for a period of one (1) year following the completion of the Services or termination without the prior written consent of ExecuJet.

#### 15 NOTICES

- 15.1 Any communication to be made under or in connection with these General Terms and Conditions shall be in the English language and be made in writing and made by letter, fax or e-mail to the contact details exchanged between the Parties. Any substitute address, fax number or e-mail address shall be notified by one party hereto to the other party hereto by not less than seven (7) days prior

notice. Any communication or document made or delivered by one person to another under or in connection with these General Terms and Conditions will only be effective if by way of fax or e-mail, when received in legible form; or if by way of letter, when it has been left at the relevant address or four (4) days after being deposited with a courier postage prepaid.

#### 16 GOVERNING LAW AND JURISDICTION

- 16.1 These General Terms and Conditions, including the Aircraft Hangarage Agreement, and the contract and any non-contractual obligations arising out of or in connection with the Customer's renting of the Hangar from ExecuJet shall be governed by and interpreted in accordance with DIFC law.
- 16.2 It is agreed that any dispute or claim arising out of in connection with this contract or its subject matter, formation, performance, interpretation, nullification, termination or invalidation (including non-contractual disputes or claims) in any manner whatsoever between ExecuJet and the Customer (the **Dispute**) shall be subject to the non-exclusive jurisdiction of the Courts of the Dubai International Financial Centre (DIFC) in Dubai, United Arab Emirates.