

## 1 APPLICATION

- 1.1 These General Terms and Conditions set forth the terms and conditions governing the provision of all Services by ExecuJet to a Customer.
- 1.2 These General Terms and Condition shall exclusively apply to and shall govern all quotations, contract negotiations and any agreement pertaining to the rendering of the Services and provision of Supplies by ExecuJet to the Customer, notwithstanding and irrespective of what is stated in or on any orders, letters, general conditions and any other documents issued by or on behalf of the Customer, unless expressly agreed in writing by 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:

**"Airworthiness Directive"** or **"AD"** means Airworthiness Directives issued by the relevant NAA;

**"Aircraft"** means the aircraft, including all of its engines, auxiliary power unit, fitted components and documentation pursuant to which ExecuJet may perform Services upon;

**"Aircraft Hangarage Services"** means the secure storage by ExecuJet of the Aircraft in the Hangar; and the positioning of the Aircraft in and out of the Hangar to an allocated parking bay by ExecuJet;

**"Aircraft Work Authorization"** means the form issued by ExecuJet to the Customer setting out, *inter alia*, the Services to be performed by ExecuJet in respect of a particular work order which is to be countersigned by the Customer's authorised representative providing the Customer's authorisation for ExecuJet to perform such Services, to include, Taxiing and the operation of the Aircraft for the purposes thereof;

**"Airworthiness Data"** means the following up to date data as approved by the Customer's NAA: Maintenance Manuals, Wiring Diagrams, Trouble Shooting Manuals, Minimum Equipment List, Operations Manual, Flight Manual, "Aircraft" Maintenance Program, Illustrated Parts Catalogue, Airworthiness Directives, any drawings and data related to but not limited to major repairs and modifications, relevant work cards, any other documents and related information;

**"AMP"** means either the Customer's

approved maintenance program or aircraft maintenance schedule (or **AMS**) current at the time of the provision of the Services by ExecuJet to the Customer;

**"Charges"** means such fees and charges agreed by the Parties in respect of and incidental to the provision of Services and Supplies by ExecuJet to the Customer as may be agreed under a Maintenance Services Contract; Hangarage Services Contract or otherwise;

**"Commercial Terms"** are those commercial terms and conditions which accompanies a Maintenance Services Contract;

**"CRS"** means any Certificate of Release to Service issued by ExecuJet;

**"Customer"** means that natural or legal person who requests the provision of Services from ExecuJet and ExecuJet accepts any such request;

**"ExecuJet"** means ExecuJet MRO Services Malaysia Sdn Bhd;

**"Facility"** means ExecuJet's maintenance facilities at Sultan Abdul Aziz Shah (Subang) Airport;

**"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 hangar of ExecuJet located at Sultan Abdul Aziz Shah (Subang) Airport or such other hangar agreed between the Parties;

**"Hangarage Services Contract"** means a contract between ExecuJet and a Customer relating to the provision of the Aircraft Hangarage Services;

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

**"Input Date"** means the date on which any Services are scheduled to commence and the Aircraft has been delivered to the Facility and made available to ExecuJet, as agreed mutually;

**"Items"** means the spare parts, goods, equipment, accessories and any other items utilised by ExecuJet in performance of the Services;

**"Maintenance Conditions"** means the schedule of terms and conditions which accompanies the Maintenance Services Contract relating the regulatory maintenance and services obligations between ExecuJet and the Customer;

**"Maintenance Approval"** means the appropriate airworthiness authority approval held by ExecuJet which is valid for the provision of the Services;

**"Maintenance Services Contract"** means a contract between ExecuJet and a Customer relating to the provision of the Services;

**"Man-hour"** means the exclusive allocation of one man (fitter, mechanic, technician, inspector or otherwise) to any specified Service for an elapsed time of one hour or part thereof pro-rata;

**"NAA"** means the relevant National Airworthiness (Aviation) Authority;

**"NAA's Requirements"** means any such law and regulation as directed, ordered and administered by the applicable NAA to the Customer and/or to ExecuJet relating to the operation and/or maintenance of the Aircraft;

**"Parties"** means collectively ExecuJet and the Customer;

**"Party"** means individually ExecuJet and/or the Customer as applicable;

**"Re-Delivery Date"** means the time and date on which Services are completed and the Aircraft or Item is made available to the Customer for re-delivery;

**"Relevant Period"** means the period commencing the Input Date and ending on the Re-Delivery Date;

**"Services"** means any services agreed to be performed by ExecuJet for the Customer including, but not limited to, Aircraft maintenance services and Aircraft Hangarage Services;

**"Service Bulletin"** or **"SB"** means the Service Bulletins and Kits issued by the Original Equipment Manufacturer from time-to-time;

**"Supplies"** means such supplies provided by ExecuJet as required in the performance of Services in accordance with these General Terms and Conditions and shall include, but is not limited to, spare parts, materials, goods or equipment supplied or fitted, consumables, oils, fluids and hardware;

**"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;

**"VAT"** means value added tax or alternatively known as GST or SST or any form of indirect tax as imposed by the Government of Malaysia;

**"Warranty"** has the meaning ascribed to it in Clause 6.1 of these General Terms and Conditions;

**"Warranty Period"** has the meaning ascribed to it in Clause 6.1 of these General Terms and Conditions.

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 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 SERVICES

- 3.1 ExecuJet agrees to provide the Services to the Customer at the Facility or at such other location agreed between the Parties.

### 4 OBLIGATIONS OF THE CUSTOMER

- 4.1 The Customer warrants that during the Relevant Period, as at the Input Date and at all material times:

- (a) it has or shall obtained all relevant approvals required from the NAA to allow the Aircraft to be delivered to ExecuJet for the performance of the Services;
- (b) the Aircraft has or shall have been maintained in accordance with the AMP and the NAA's Requirements; and
- (c) the current condition and all defects in the Aircraft which should be reasonably known to the Customer are notified to ExecuJet.

- 4.2 The Customer represents and warrants (where applicable) that, if it is not the owner of the Aircraft, that it has the full authority and consent of the owner to enter into and perform the Maintenance Services Contract and/or Hangarage Services Agreement as if the owner of the Aircraft were a party to it.

- 4.3 At the Customer's sole risk and expense, the Customer undertakes to ExecuJet that it shall:

- (a) maintain responsibility for maintenance management control of the Aircraft including to define the work scope for any maintenance required for the Aircraft;
- (b) present the relevant work scope for any maintenance required for the Aircraft to ExecuJet for review as part of the request for maintenance quotation process;
- (c) upon obtaining input from ExecuJet, prepare the final work package as defined in the maintenance proposal document in CAMP Workorder content list format and present this to ExecuJet prior to the scheduled Input Date;
- (d) respond with timely decisions on all matters or queries of whatsoever nature as and when referred to it by ExecuJet during the Relevant Period;
- (e) prior to the Aircraft being delivered, provide ExecuJet with access to the Airworthiness Data in accordance with the AMP; and
- (f) comply with all Malaysian Customs and Excise requirements for the delivery of

the Aircraft and Items or for the performance of the Services prior to delivery of the Aircraft or Items to ExecuJet for the provision of the Services.

- 4.4 It remains the Customer's responsibility to advise ExecuJet prior to commencement of any Services, of any specific Customer training requirements required. These instructions may include but are not limited to ETOPS, tech log completion, electronic tech logs, communication with the Customer, or specific Customer procedures.

- 4.5 The Customer undertakes to perform its obligations under all agreements entered with ExecuJet in full compliance with any and all applicable laws and regulations, including but not limited to, anti-corruption laws, anti-money laundering legislations and export control regulations sanctioned by any country. The Customer further acknowledges that compliance with all of the above obligations forms an important condition to all agreements and any contractual relationship with ExecuJet.

- 4.6 With respect to Clause 4.5, in the event of a breach or alleged breach of the foregoing obligations, including but not limited to, the presence of adverse media or public information concerning the customer that is likely, in ExecuJet's reasonable opinion, to expose the ExecuJet to legal, regulatory, or reputational risk, ExecuJet shall be entitled to suspend or terminate all agreements in accordance with the provisions on Clause 16.

### 5 OBLIGATIONS OF EXECUJET

- 5.1 ExecuJet shall perform the Services in accordance with:

- (a) the relevant NAA's Requirements; and
- (b) the AMP.

- 5.2 During the Relevant Period, ExecuJet shall maintain its Maintenance Approval.

### 6 WARRANTY

- 6.1 ExecuJet warrants (the **Warranty**) that the Services carried out (excluding painting) for the Customer shall be free from defective workmanship for twelve (12) months of the Re-Delivery Date, whichever is earlier (the **Warranty Period**).

- 6.2 ExecuJet warrants (the **Paint Warranty**) that the Services carried out for the customer shall be free from defective workmanship for three (3) months or one hundred (100) flight hours of the Re-Delivery Date whichever is earlier

(the **Paint Warranty Period**)

6.3 In order to avail the Warranty, the Customer must:

- (a) notify ExecuJet in writing within fourteen (14) days of discovering the defect;
- (b) give ExecuJet access to the Aircraft as soon as reasonably practicable after the defect was discovered in order to assess the defect; and
- (c) demonstrate that the defect was due to faulty workmanship and / or any faulty materials provided by ExecuJet and / or any third party whom ExecuJet has expressly authorised to perform any work or Services during the Relevant Period.

6.4 The obligations of ExecuJet under the Warranty are expressly limited to the costs of labour and materials required to replace and/or repair the defect at the Facility or a mutually agreed location, provided that, the Warranty shall not apply in the event that:

- (a) the Customer or a third party appointed by the Customer have attempted to repair the defect without the prior inspection and/or authorization of ExecuJet;
- (b) the Customer has not taken all precautions to prevent an aggravation of the damage, or
- (c) the defect is attributable to a latent defect, rust, corrosion or the entry of any foreign materials or lightning strike; or
- (d) the Aircraft was not operated in accordance with the instructions of ExecuJet, the Aircraft's flight manual, maintenance manual or component maintenance manual and/or any other applicable instructions, including SBs and ADs whether of the manufacturer, the NAA or otherwise.

6.5 In the event that it is necessary to perform the work arising from the Warranty at a location other than the Facility, ExecuJet's liability in this case shall be limited to the lesser of (a) the reasonable cost of direct labour and items required to complete such work, and (b) where (at the Customer's request) the work is carried out other than at ExecuJet's Facility the cost that would have been incurred if ExecuJet had done the works at ExecuJet's Facility. If the Aircraft and/or Item are required to be moved from its current location to the place where the Warranty repair is to be carried out, then such transportation costs will be at the Customer's

expense.

6.6 Except as expressly stated herein, ExecuJet makes no other warranty and shall not be liable under any other warranties whether expressed or implied.

6.7 The Warranty is in lieu of all other warranties, either expressed or implied, including any warranties of merchantability or fitness for a particular purpose, except as otherwise specifically provided herein or by applicable law. ExecuJet shall not be in any way be liable or responsible to the Customer under this Warranty clause in the event any monies due or owing hereunder has not been paid by the Customer to ExecuJet on its due date.

6.8 This Warranty in this Clause 6 does not apply to Hangarage Services.

## 7 INDEMNITY AND LIABILITY

7.1 Other than the Warranty provided to the Customer in Clause 6 or the liabilities set out in this Clause 7, 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.

7.2 ExecuJet shall not be liable for the loss of or damage to the Aircraft or the Customer's property, injury to or death of any person, howsoever arising from an act or omission of the Indemnified Parties unless directly caused by ExecuJet's negligence or with intent to cause such damage, death, injury or loss or done recklessly and with knowledge that such damage, death or loss would probably result.

7.3 Save as expressly provided in Clause 8.1, 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 infringement of third-party rights including patents trademarks, trade names, copyright or other intellectual property rights, arising from the performance or provision of the Services including (without limitation) any rights vested in information supplied by the Customer for use by ExecuJet in performing the Services; and
- (d) 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 or in consequence of the performance of the Services; and
- (e) all claims for Taxes arising from the provision of the Services, which result from the Customer's failure to properly import into or export from Malaysia the Aircraft or Item.

7.4 In no circumstances will the Indemnified Parties 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.

## 8 INSURANCE

- 8.1 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.
- 8.2 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.

## 9 FEE AND PAYMENT

- 9.1 ExecuJet shall charge the Customer for all Services and Supplies provide at the rates agreed between the Parties (the **Charges**). Where no fee has been agreed in advance, ExecuJet's published fee shall apply.
- 9.2 All prices quoted by ExecuJet to the Customer are exclusive of VAT. Where the Services, Supplies and charges applicable thereto are subject to VAT, the Customer shall be liable and shall pay such VAT to ExecuJet at the prescribed rate.
- 9.3 Unless otherwise agreed between the Parties, ExecuJet shall invoice and the Customer agrees to pay for the Charges 70% in advance upon acceptance of any quote or maintenance proposal and balance upon completion of work (the **Due Date**).
- 9.4 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 8% 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 any performance of the Services and shall be entitled to remove the Aircraft from hangar and place it outside. In either case ExecuJet shall be entitled to charge an additional daily amount in respect of hangarage and/or parking charges which shall accrue on a daily basis (or part thereof) as applicable from time to time at the applicable rate to be determined by ExecuJet.
- 9.5 All costs of telegraphic transfer and bank charges incurred in connection with the supply of the Services shall be borne by the Customer.
- 9.6 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.

- 9.7 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 supply of the Services or Supplies to the Customer (including, without limitation, VAT) shall be chargeable to the Customer.
- 9.8 The Customer shall ensure that any payments are made only to the official bank account specified in the invoice issued via ExecuJet's verified communication channels. Payments made to unauthorized parties due to phishing, fraud, spoofing or any online scams shall not discharge the customer's obligation unless such fraud resulted from gross negligence by ExecuJet.

## 10 LIEN

- 10.1 ExecuJet shall have both a general and particular lien over the Aircraft, whether or not it is in ExecuJet's possession, for all amounts which are due or shall become due from the Customer to ExecuJet under any agreement between ExecuJet and the Customer.

## 11 SUBCONTRACTING

- 11.1 ExecuJet may not subcontract the whole or part of any particular Services without the prior written consent of the Customer, subject always to ExecuJet adhering to the relevant NAA's Requirements and providing the Customer with relevant information when so requested.
- 11.2 The Customer may subcontract any third party to carry out work on the Aircraft whilst the Aircraft is in the Facility undergoing subject to receiving ExecuJet's prior written consent which shall not be unreasonably withheld.

## 12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 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.

## 13 OWNERSHIP

- 13.1 Ownership of all Supplies remain vested in ExecuJet until full payment has been received by ExecuJet and in accordance with Clause 9, notwithstanding delivery of the Aircraft to the Customer.

## 14 EXPORT CONTROL

- 14.1 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 Malaysia, and/or any other applicable country.
- 14.2 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 14.1.

## 15 FORCE MAJEURE

- 15.1 "**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.
- 15.2 Provided it has complied with Clause 15.4, 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.

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

15.4 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.

15.5 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.

## 16 TERMINATION

16.1 The Customer may terminate any agreement for the provision of Services by ExecuJet 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.

16.2 At ExecuJet's option, ExecuJet may suspend provision of the Services or terminate any agreement with the Customer for the provision of the Services by ExecuJet 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 fourteen (14) 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.

16.3 In the event that either Party terminates an agreement for the provision of Services pursuant to Clauses 16.1 or 16.2, ExecuJet shall cease the provision of the Services upon receiving such notice of Termination and notwithstanding that it may not have invoiced the Customer for the work performed and the Services provided, it shall be entitled to invoice and require immediate payment for the same for any Services completed prior to termination such payment to be effected in accordance with the payment terms.

16.4 Subject to ExecuJet receiving full payment for the Services provided until the date of termination, upon termination of any agreement for the provision of Services as provided for in Clauses 16.1 and 16.2, without prejudice to any claim for damages arising from any breach of these General Terms and Conditions or any other terms and conditions which govern an agreement between the Parties, ExecuJet shall:

- (a) provide the Customer with all relevant technical records data relating to the Aircraft and items at the date of termination (or withdrawal as appropriate); and
- (b) meet all reasonable demands for additional information relating to work carried out on the Aircraft or any items during the period they were under ExecuJet's control; and
- (c) complete any Services which remain uncompleted at the time of termination pertaining the relevant Aircraft Work Authorization provided that, on ExecuJet's demand, the Customer makes immediate payment of all Charges applicable to that Aircraft Work Authorization.

16.5 Upon termination of an agreement between the Parties or any uncompleted part for any reason whatsoever:

- (a) any amounts owed shall immediately become due and payable forthwith;
- (b) ExecuJet may retake possession of any goods in respect of which ownership has not passed to the Customer; and
- (c) ExecuJet shall be entitled to cancel any further deliveries in terms of this or any other agreement with the Customer.

## **17 CONFIDENTIALITY**

- 17.1 Subject to Clause 17.3 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 for the provision of Services by ExecuJet to the Customer or such an agreement's performance 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.
- 17.2 The Customer shall ensure that the obligation of confidentiality contained in this Clause 17 shall be brought to the notice of all its relevant employees, servants, principals and agents.
- 17.3 The obligations of the Parties under this Clause 17 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.

## **18 MISCELLANEOUS**

- 18.1 These General Terms and Conditions and the terms of any agreement for the Provision of the Services and any other terms agreed in writing between ExecuJet and the Customer in connection with the provision of the Services by ExecuJet to the Customer 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.
- 18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 A person who is not a party to the Agreement has no right to enforce or to enjoy the benefit of any term of these General Terms and Conditions.

18.7 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.

## **19 NOTICES**

19.1 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.

## **20 GOVERNING LAW AND JURISDICTION**

20.1 These General Terms and Conditions and the contract and any non-contractual obligations

arising out of or in connection with the provisions of the Services by ExecuJet to the Customer shall be governed by and interpreted in accordance with Malaysian law.

20.2 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 exclusive jurisdiction of the law of Malaysia.