

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:

"Affected Party" has the meaning ascribed to it in Clause 23.2 of these General Terms and Conditions.

"Aircraft Maintenance Services Agreement" means the following:

- (a) the Term Contract;
- (b) any relevant Proposal;
- (c) the Terms & Conditions; and
- (d) any other documents, schedules, exhibits and attachments.

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

"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;

"Base Rate" has the meaning ascribed to it in clause 12.11 of these General Terms and Conditions

"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, including, without limitation, all fees and charges specified under the heading "Charges" in the Term Contract and as may be agreed under a Proposal; Aircraft Hangarage Proposal or otherwise;

"Contract Total" means the amount specified in the Proposal or as specified for each additional Proposal.

"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;

"DIFC" means the Dubai International Finance Centre.

"Dispute" has the meaning ascribed to it in Clause 29.2.

"Due Date" has the meaning ascribed to it in Clause 12.10 of these General Terms and Conditions.

"EASA" means the European Aviation Safety Agency.

"Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities;

"Electronic Signature" means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record;

"ExecuJet" means ExecuJet MRO Services Middle East LLC DWC-Branch

"Extended Term" has the meaning ascribed to it in the Contract Details.

"FAA" means the Federal Aviation Administration of the United States of America;

"Facility" means ExecuJet's maintenance facilities at Al Maktoum International Airport (Mohammed Bin Rashid Aerospace Hub);

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

"General Terms and Conditions" means these general terms and conditions contained in this Schedule1.

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

"Hangar" means the hangar of ExecuJet located at parking bay G20A on Al Maktoum International Airport (Mohammed Bin Rashid Aerospace Hub) or such other hangar 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;

"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;

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

"Maintenance Conditions" means Schedule 2 – Maintenance Conditions 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;

"Labour-hour" means the exclusive allocation of one ExecuJet employee (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;

"Outstanding Debt" has the meaning ascribed to it in Clause 12.11 of these General Terms and Conditions

"Paint Warranty" has the meaning ascribed to it in Clause 8.2 of these General Terms and Conditions.

"Paint Warranty Period" has the meaning ascribed to it in Clause 8.2 of these General Terms and Conditions.

"Parties" means collectively ExecuJet and the Customer;

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

"Premium Parking Charge" has the meaning ascribed to this term in the Term Contract.

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

"**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;

"**Subcontracted Services**" means any service which cannot be carried out in house.

"**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;

"**Term**" is as specified in the Contract Details.

"**Term Contract**" means the document titled "Term Contract" to which these General Terms & Conditions and the relevant Schedules have been attached.

"**Terms & Conditions**" means these General Terms and Conditions and the Maintenance Conditions.

"**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.

"**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.

"**Work Authorization**" means the Proposal 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 ;

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. ORDER OF PRECEDENCE

- 3.1 In the event of any inconsistency between any terms of the Aircraft Maintenance Services Agreement, precedence shall be given to the documents in the following order:
 - (a) the Proposal (excluding the Schedules);
 - (b) the Term Contract;
 - (c) the General Terms and Conditions;
 - (d) the Maintenance Terms;
 - (e) Customer Loyalty Program; and
 - (f) any other documents, schedules, exhibits and attachments.

4. SERVICES

ExecuJet agrees to provide the Services to the Customer at the Facility or at such other location agreed between the Parties from the Commencement Date for the duration of the Term and, if applicable, each Extended Term.

5. SUPPLIES

- 5.1 Subject to clauses 5.3 and 5.4, ExecuJet will supply all Supplies required to perform the Services. The Supplies supplied by ExecuJet may be new, exchanged or used parts in serviceable condition.
- 5.2 The Customer may request that it supply ExecuJet with materials and Supplies required to perform the Services. Use of such Customer supplied materials or Supplies is at the sole discretion of ExecuJet. Where ExecuJet has agreed to use Customer supplied materials or Supplies, a handling fee as per the Term contract (or such other amount as is specified in the Proposal) will be payable to ExecuJet in addition to all other amounts payable for the relevant Services. All materials and Supplies provided by the Customer must have appropriate traceability paperwork, comply with all applicable laws and be free from defects. All costs of use, delivery and return of such materials are to the account of the Customer.
- 5.3 The Customer warrants that any Supplies purchased from ExecuJet will be only used by the Customer for the operation, manufacture or repair and maintenance of civil aircraft or their engines and will not be used for any other purpose without ExecuJet's prior written consent.
- 5.4 Exchanged items may be offered by ExecuJet when available. All exchange costs are based on the Customer's item being found by ExecuJet to be compliance with applicable laws and repairable. If it is found during rework that the item is not compliant and repairable, the Customer will be charged the rate notified by ExecuJet at the times required by ExecuJet. The Customer acknowledges that more than one (1) invoice may be issued in respect of a particular item and that it is liable to pay all such invoices in accordance with the Aircraft Maintenance Services Agreement.

6. OBLIGATIONS OF THE CUSTOMER

- 6.1 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.
- 6.2 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 as its agent to enter into and perform the Proposal and/or Aircraft Hangarage Proposal as if the owner of the Aircraft is a party to it, evidence of which shall be provided to ExecuJet upon ExecuJet's request.
- 6.3 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;
 - (b) respond with timely decisions on all matters or queries of whatsoever nature as and when referred to it by ExecuJet during the Relevant Period;
 - (c) prior to the Aircraft being delivered, provide ExecuJet with access to the Airworthiness Data in accordance with the AMP; and
 - (d) comply with all UAE 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.
- 6.4 Compliance with Laws
- (a) the Customer undertakes to perform its obligations under the Proposal in full compliance with any applicable laws and regulations, including, but not limited to, anti-corruption laws, anti-money laundering (AML) legislations, human trafficking laws and export control regulations.
 - (b) compliance with these obligations constitute for ExecuJet an essential condition.
 - (c) 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 ExecuJet to legal, regulatory, or reputational risk. ExecuJet shall be entitled to suspend or terminate the proposal in accordance with the provisions of Clause 16.
- 6.5 All FAA Operators are to provide a copy of their FAA Air Carrier Certificate for inclusion into this agreement.
- 6.6 It remains the Customer's responsibility to advise ExecuJet prior to the commencement of maintenance services, of any specific Operator training requirements required. These instructions may include but are not limited to ETOPS, TechLog Completion, Electronic TechLogs, Communication with the Customer, or specific Customer procedures.
- 7. OBLIGATIONS OF EXECUJET**
- 7.1 ExecuJet shall perform the Services in accordance with:
- (a) the relevant NAA's Requirements; and
 - (b) the AMP.
- 7.2 During the Relevant Period, ExecuJet shall maintain its Maintenance Approval.
- 8. WARRANTY**
- 8.1 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 (the **Warranty Period**).
- 8.2 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)
- 8.3 The following items are excluded from the Paint Warranty:
- (a) Paint of any antenna (not authorised according to AMM);
 - (b) Electrostatic effects (ESD) on nose cone (including radome);
 - (c) If aircraft paint is not stripped (or in case of local touch-ups), primer and all items remaining from previous paint;
 - (d) Defects (including, without limitation, peeling, cracking, corrosion) may appear in operation in some areas of mechanical stress (such as, without limitation, windshield edges and windows, Karman junction, winglets junction);
 - (e) Paint application on PRC seals.
- 8.4 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.
- 8.5 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; or
 - (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.
- 8.6 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.

- 8.7 Except as expressly stated herein, ExecuJet makes no other warranty and shall not be liable under any other warranties whether expressed or implied.
- 8.8 ExecuJet expressly excludes any implied warranties, including, without limitation, any warranties to which it is entitled to expressly exclude under the *Implied Terms in Contracts and Unfair Terms Law* (DIFC Law No.6 of 2005).
- 8.9 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.
- 8.10 This Warranty in this Clause 8 does not apply to Hangarage Services.
- 8.11 Nothing in this Clause 8 operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability that is implied or conferred under any legislation, the exclusion, restriction or modification of which would:
- (a) contravene that legislation; or
 - (b) cause any term of the Aircraft Maintenance Services Agreement to be void.

9. INDEMNITY

- 9.1 Other than the Warranty provided to the Customer in Clause 8 or the liabilities set out in Clause 10, 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.
- 9.2 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 gross 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.
- 9.3 Save as expressly provided in Clause 9.1, 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, the Supplies 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 the UAE the Aircraft or Item.

10. LIABILITY

- 10.1 To the extent that ExecuJet is unable to exclude its liability, ExecuJet's liability is limited to one or more of the following at its option
- (a) In the case of goods, one or more of the following:
 - i. replacement of the goods or the supply of equivalent goods;
 - ii. the repair of goods;
 - iii. payment of replacing the goods or of acquiring equivalent goods; or
 - vii. payment of the cost of having the goods repaired.
 - (b) In the case of services:
 - i. the supplying of the services again; or
 - ii. the payment of having the services supplied again.
- 10.2 ExecuJet may set off any amount owed to the Customer under Clause 10.1 against any amount owed to ExecuJet under the Aircraft Maintenance Services Agreement.
- 10.3 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.

11. INSURANCE

- 11.1 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.
- 11.2 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;
- evidence of which shall be provided to ExecuJet upon ExecuJet's request.

12. FEE AND PAYMENT

- 12.1 ExecuJet shall charge the Customer for all Services and Supplies in accordance with the Charges. Where no fee has been agreed in advance, ExecuJet's published fee shall apply.
- 12.2 The Customer must pay:
- (a) ExecuJet the Charges in accordance with Clause 12.10;
 - (b) for services and Supplies not included in the Aircraft Maintenance Services Agreement but which ExecuJet supplies at the Customer's request or which are ancillary to the Services; and
 - (c) all other amounts payable under the Aircraft Maintenance Services Agreement, including without limitation applicable Taxes and any

- expenses reasonably and properly incurred by ExecuJet at the Customer's request.
- 12.3 The labour costs set out in the Proposal are limited to inspection and checks of the Aircraft only.
- 12.4 The five (5) Manhours quoted by ExecuJet against "Defects / Findings" in the Proposal is for initial troubleshooting and the actual hours of labour required to rectify the defect will be charged by ExecuJet in accordance with ExecuJet's standard rates.
- 12.5 All spare parts, materials, goods or equipment supplied or fitted of or pursuant to a Proposal are supplied on an ex works from the Facility basis.
- 12.6 The Customer agrees and acknowledges that it shall be directly liable to ExecuJet for the full costs and charges incurred under this Agreement irrespective of whether such costs and charges are recoverable from a third party by the Customer under an OEM coverage program or under a warranty.
- 12.7 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.
- 12.8 Except when otherwise specified in writing, all prices (for parts and subcontracted services) are exclusive of all duties, taxes, custom fees and tariffs.
- 12.9 Where a change in circumstances causes a variation to ExecuJet's performance of an order. The customer commits to bear the risk of any change in circumstances. Change of performance includes but are not limited to, adjustments in cost or delivery time.
- 12.10 Unless otherwise agreed between the Parties, ExecuJet shall invoice, and the Customer agrees to pay as per customer account terms for services rendered without set-off, deduction or withholding, in immediately available funds and in the currency specified by ExecuJet.
- 12.11 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:
- 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 (**Base Rate**) 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. In the event the Base Rate is below 0%, the applicable interest rate shall be 4% and
 - 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.
- 12.12 All costs of telegraphic transfer and bank charges incurred in connection with the supply of the Services shall be borne by the Customer.
- 12.13 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. Payment made to unauthorised parties due phishing, fraud, spoofing or any online scams shall not discharge the Customer's payment obligation unless such fraud results from gross negligence by ExecuJet.
- 12.14 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.

- 12.15 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.
- 12.16 The Charges are subject to escalation on 1 January every year by a flat rate of 4%.
- 12.17 Notwithstanding any other provision in the Aircraft Maintenance Services Agreement, ExecuJet is entitled to revise the prices for Supplies until the date of delivery to the Customer where there has been a significant change in the price charged to ExecuJet by vendors or suppliers or a significant change due to variation in currency exchange rates between the time of issue of the Proposal and the time of delivery.

13. CANCELLATION AND RESCHEDULING

- 13.1 If there is a slot cancellation, the following shall apply:
- If cancelled with less than seven (7) days' notice prior to commencement of the scheduled maintenance input, the Customer will be charged a cancellation fee of 25% of the quoted labour cost;
 - If cancelled with less than three (3) days' notice prior to the commencement of the scheduled maintenance input, the Customer will be charged a cancellation fee of 50% of the quoted labour cost.
- 13.2 If cancelled with less than 24 hours or less prior to the commencement of the scheduled maintenance input, the Customer will be charged all pre-billing labour costs.
- 13.3 Pre-ordered parts and other related service costs will also be charged to the Customer in addition.

14. AIRCRAFT REMOVAL AND REDELIVERY

- 14.1 ExecuJet will notify the Customer when the Aircraft and any Supplies are available for redelivery. Redelivery of the Aircraft and/or the Supplies is Ex-Works (at the Facility) as defined in the then current Incoterms.
- 14.2 Once ExecuJet has notified the Customer that the Services are complete, the Customer agrees to remove the Aircraft from the Facility within three (3) days.
- 14.3 During the three (3) day period specified in clause 14.1., the Customer will be charged the daily prevailing aircraft parking rate for Apron G20A, Al Maktoum International Airport (**DWC**).
- 14.4 In the event the Aircraft has not been removed by the Customer from the Facility within the three (3) day period, due to limited parking available at the Facility, the Customer shall pay the Premium Parking Charge in addition to the prevailing aircraft parking rate.
- 14.5 In the event that the Aircraft and/or any Supplies are not collected within twenty-one (21) days following notification from ExecuJet that the Aircraft and/or Supplies are ready for redelivery, ExecuJet may dispose of such Aircraft or Supplies and will forward the proceeds (after deduction of any unpaid Charges, interest in accordance with Clause 12.11 and any other amounts owing to ExecuJet under the Aircraft Maintenance Services Agreement) to the Customer.

15. DWC APRON PARKING

- 15.1 All Aircraft parking or Line Maintenance on OMDW Apron G20A (including within ExecuJet MRO hangar) are subject to the standard airport parking fees (irrespective of any maintenance services provided):
- (a) 0 – 2 hours: FOC
 - (b) 3 – 24 hours: US \$16 per hour; and
 - (c) Additional over 24 hours: US \$24 per hour.

16. ESTIMATED AIRCRAFT DOWNTIME

- 16.1 The Customer acknowledges and agrees that the Estimated Aircraft Downtime is provided to the Customer for planning purposes only and ExecuJet shall be excluded from any costs, fees or liability that otherwise may arise caused by any overruns in the Estimated Aircraft Downtime, including, but not limited to, any adverse impact on the flight scheduling of the Aircraft. The Customer shall:
- 16.2 Ensure that the Aircraft's operating programme is arranged to permit, at the very least, for the Estimated Aircraft Downtime; and
- 16.3 Liaise with ExecuJet in order to ensure the efficient through-put of the Aircraft at the Facility.

17. STORAGE OF CUSTOMER SPARES

ExecuJet can provide secure and controlled storage which takes into consideration regulator requirements for Wheels, Tyres, Batteries and other spares as requested, at the rates specified in the Storage Charges.

18. LIEN

- 18.1 In addition to any other right or remedy under the Aircraft Maintenance Services Agreement or at law, the Customer grants to ExecuJet both a general and particular lien over the Aircraft, any Aircraft records (including without limitation log books) and any Supplies in its possession, whether the property was provided pursuant to the agreement or for any other reason, 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.
- 18.2 In addition to any other right or remedy under the Aircraft Maintenance Services Agreement or at law, if any payment is not received, ExecuJet, may, without notice, immediately:
- (a) Store the Aircraft, any Aircraft records (including without limitation, maintenance log books) and any Supplies as ExecuJet thinks fit at the Customer's risk and expense; and
 - (b) Sell all or any of the Aircraft, any Aircraft records (including without limitation, maintenance log books) and any Supplies as ExecuJet sees fit and apply the proceeds to discharge the lien and the costs of sale without being liable to the Customer or any other person for any loss or damage caused.
- 19. SUBCONTRACTING**
- 19.1 ExecuJet may not subcontract the whole or part of any particular Services without the prior written consent of the Customer which shall not be unreasonably withheld or delayed, subject always to ExecuJet adhering to the relevant NAA's Requirements and providing the Customer with relevant information when so requested.
- 19.2 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.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1 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.

21. OWNERSHIP

- 21.1 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.
- 21.2 The Aircraft and any Supplies shall at all times, while in the care, custody or control of ExecuJet, be at the risk of the Customer provided that ExecuJet will be liable for any damage to the Aircraft that is caused by the gross negligence of ExecuJet and for which the damage is covered by ExecuJet's insurance.
- 21.3 ExecuJet shall not be liable for any loss, damage or non-receipt of the Aircraft or Supplies after the Aircraft or Supplies leave the Facility.
- 21.4 Where title in the Supplies remains with ExecuJet but the Customer is in actual or constructive possession of the Supplies, the Customer:
- (a) Must not deliver the Supplies to any person except as directed by ExecuJet or create or permit to be created any security interests in the Supplies;
 - (b) Possesses the Supplies as a bailee only; and
 - (c) Must insure the Supplies for their full replacement value.
- 21.5 If the Customer parts with possession of any Supplies in which title is vested in ExecuJet before full payment has been received, the Customer agrees that:
- (a) All amounts owing in respect of those Supplies remain outstanding;
 - i. The Customer holds any proceeds of re-supply of the Supplies on trust for ExecuJet as soon as those proceeds are received or become receivable by the Customer;
 - ii. Any item that accedes to any Supplies becomes the property of ExecuJet until ExecuJet is paid the amount due in full, at which time title in the Supplies (including the accessory) passes to the Customer or the relevant person (as the case may be); and
 - iii. ExecuJet may recover possession of the Supplies at the Customer's cost, including at any site used by the Customer and the Customer grants ExecuJet an irrevocable licence to do so without incurring liability to the Customer or any person claiming through the Customer.
- 21.6 Any parts or components replaced by ExecuJet in the course of performing the Services will be returned to Customer only upon the Customer's written request and at Customer's cost, provided that all amounts due and payable by the Customer to ExecuJet have been paid in full. If no written request is received before ExecuJet commences the Services, title to any such parts or components shall pass to ExecuJet upon the fitting of replacement parts or components.
- 21.7 Title to any exchanged provided by the Customer shall pass to ExecuJet upon replacement with a new or overhauled part. The Customer warrants that it has and will have on the date on which title to an exchanged part passes from the Customer to

ExecuJet, clear title to the exchange part, free from all security interests.

22. EXPORT CONTROL

- 22.1 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.
- 22.2 Without limiting any other indemnity provided in these Terms & Conditions, 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.

23. FORCE MAJEURE

- 23.1 "**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.
- 23.2 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.
- 23.3 The corresponding obligations of the other party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 23.4 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.
- 23.5 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 Aircraft Maintenance Services Agreement by ExecuJet by giving fourteen (14) days written notice to the Affected Party.

24. TERMINATION

- 24.1 Automatic Termination: The Aircraft Maintenance Services Agreement shall automatically terminate in

the event that no Services are availed by the Customer for the preceding period of twenty-four (24) months.

- 24.2 Termination at End of Term or Extended Term: Either Party may give written notice to the other Party, not later than thirty (30) days before the end of the Term or the relevant Extended Term, to terminate this Aircraft Maintenance Services Agreement upon the completion of that Term or relevant Extended Term, as the case may be.
- 24.3 Customer's Termination: The Customer may terminate any Aircraft Maintenance Services Agreement by ExecuJet by serving prior written notice on ExecuJet to take immediate effect if:
- (a) ExecuJet is in breach of any of its obligations under the Terms & 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 by the Customer; 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.
- 24.4 ExecuJet's Termination: At ExecuJet's option, ExecuJet may suspend provision of the Services or terminate any Aircraft Maintenance Services Agreement with immediate effect by serving written notice on the Customer if:
- (a) the Customer fails to make a payment under the Aircraft Maintenance Services Agreement within three (3) Business Days of the due date;
 - (b) 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 requested to do so by ExecuJet;
 - (c) for convenience, provided that ExecuJet provide the Customer with at least 30 days' prior written notice to the Customer; or
 - (d) 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.
- ## **25. CONSEQUENCES OF TERMINATION**
- 25.1 In the event that either Party terminates Aircraft Maintenance Services Agreement pursuant to Clauses 24, 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.
- 25.2 Subject to ExecuJet receiving full payment for the Services provided until the date of termination, upon termination of Aircraft Maintenance Services Agreement as provided for in Clauses 24, 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.

25.3 Upon termination of Aircraft Maintenance Services 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.

25.4 The Customer shall be liable to pay ExecuJet for all parking, hangarage, storage and preservation fees that accrue against the Aircraft (and other related costs including attorney's fees for any recovery actions against the Customer) if either (i) the Aircraft remains at ExecuJet's following the termination of an agreement under this Clause 16, or (ii) ExecuJet has suspended any Services on the Aircraft by reasons of the Customer's default. If the parking, hangarage, storage and/or preservation fees have not been agreed in advance between ExecuJet and the Customer, ExecuJet's published rates shall apply.

26. CONFIDENTIALITY

26.1 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.

26.2 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.

26.3 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.

27. MISCELLANEOUS

27.1 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.

27.2 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.

27.3 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.

27.4 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.

27.5 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.

27.6 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.

27.7 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.

27.8 Each Party agrees that the transaction consisting of these General Terms and Conditions may be conducted by electronic means in accordance the applicable law, including under *DIFC Electronic Transactions Law* (DIFC Law No. 2 of 2017). Each Party further agrees to sign the applicable agreement by Electronic Signature (including by Adobe Sign, DocuSign or pdf scanned copies of a wet ink signature) and that this method of signature is as conclusive of each Party's intention to be bound by the terms of the agreement, including the General Terms and Conditions, as if signed by each Party's manuscript signature.

27.9 Any agreement may be executed by the Parties in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28. NOTICES

28.1 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 or e-mail to the contact details exchanged between the Parties. Any substitute address 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 the Aircraft Maintenance Services Agreement will only be effective if by way of e-mail, when received in legible form; or if by way of letter, when it has been left at the relevant address for four (4) days after being deposited with a courier postage prepaid if posted domestically within United Arab Emirates, or for fourteen (14) days after being

deposited with a courier postage prepaid if posted internationally.

29. GOVERNING LAW AND JURISDICTION

- 29.1 The Aircraft Maintenance Services Agreement 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 the laws of the DIFC.
- 29.2 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 (**Dispute**) shall be subject to the non-exclusive jurisdiction of the Courts of the DIFC in Dubai, United Arab Emirates.