

## 1 APPLICATION

- 1.1 These Commercial Terms apply to the provision of Services by ExecuJet under a Proposal between ExecuJet and the Customer.

## 2 DEFINITIONS AND INTERPRETATION

- 2.1 The "definitions" ascribed in the Proposal and the General Terms and Conditions are hereby incorporated by reference.
- 2.2 In these Commercial Terms, "Contract Total" means that amount specified on the Proposal or as specified for each additional Proposal.
- 2.3 These Commercial Terms shall be read together with the Proposal, the General Terms and Conditions & the Maintenance Terms.

## 3 PAYMENT CONDITIONS

- Down Payment: 80% of the Contract Total
- Stage Payment: Staged payments of USD50,000 shall be payable by the Customer upon invoicing by ExecuJet each time the total maintenance defects increase beyond USD50,000.
- Final Payment: 20% of the Contract Total plus balance of defect rectification / additional parts charges.

## 4 BANK DETAILS

- 4.1 ExecuJet's bank details are as provided on the Customer invoice.

## 5 LABOUR CHARGES

- 5.1 Customers will be billed the published applicable airframe type labour rates.

### EXECUJET MRO HANDLING FEES

- 5.2 Handling charge for ExecuJet and / or Customer supplied parts and components applied as a percentage of the parts / component list price:

- Up to USD20,000 = 22.5%.
- USD20,001-USD80,000 = 18.5%.
- USD80,001 and above = 13.5% of List Price.
- Parts supplied under a program such as Smart Parts = 10% of List.

- 5.3 Shop Charges and Environmental Fees: A charge of 5% calculated against the final labour amount (capped at USD10,000) will be applied to the Customer invoice to cover all workshop materials and environmentally sensitive materials consumed including the costs of safe handling, transport, storage and disposal.

- 5.4 All Subcontract Services (Any service which cannot be carried out in house is considered a Subcontract Service): 20% mark-up on the invoice charges.

- 5.5 Freight (incoming or outgoing): Charged at cost of the shipment plus an additional 20% mark up and will be invoiced with the related party.

**All other charges as per ExecuJet's Standard Rates. ExecuJet reserves the right to revise rates without prior notice.**

## 6 CONDITIONS & PRICING EXCLUSIONS

- 6.1 The labour costs set out in the Proposal are limited to inspection and checks of the Aircraft only.
- 6.2 The five (5) x Man Hours 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.
- 6.3 The Contract Total excludes the following:
- (a) all other labour costs, cost of parts, and any other third-party charges (including the applicable ExecuJet Handling Fee) arising from ExecuJet's inspection findings and/or defect rectification.
  - (b) any labour overtime required by ExecuJet to undertake the Services.
  - (c) any additional labour costs incurred by ExecuJet (at the applicable rate) in respect of access, preparation, performing and/or close-outs required to comply with any Airworthiness Directives and/or Service Bulletin (unless otherwise stated herein);
  - (d) all labour costs incurred during removal, refit and function of failed rotatable parts provided by the Customer to ExecuJet and which are still under manufacturer's warranty, which shall be at the Customer's cost.
  - (e) the rental fees for any specialized tooling required to be used by ExecuJet for the performance of the Services which is not considered as common Ground Service Equipment and are not available within ExecuJet.

- 6.4 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

- 6.5 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.

## 7 CANCELLATION / RE-SCHEDULING OF INPUT DATE

- 7.1 Any slot cancellations with less than 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.

- 7.2 For slot cancellation with less than 3 days' notice prior to commencement of the scheduled maintenance input the customer will be charged a cancellation fee of 50% of the quoted labour cost.

- 7.3 For slot cancellation of 24 hours or less all pre-billing labour costs will be non-refundable.

- 7.4 Pre-ordered parts and other related service costs will also be charged to customer additionally.

## 8 AIRCRAFT REMOVAL

- 8.1 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.

8.2 During this three (3) day period, the Customer will be charged the daily prevailing aircraft parking rate for Dubai International Airport.

8.3 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 an additional USD2,200 per day as a premium parking charge, in addition to the prevailing aircraft parking rate.

## **9 DWC APRON PARKING**

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):

0 – 2 hours: FOC

3 – 24 hours: US \$16 per hour; and

Additional over 24 hours: US \$24 per hour.

## **10 ESTIMATED AIRCRAFT DOWNTIME**

10.1 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:

- (a) ensure that the Aircraft's operating programme is arranged to permit, at the very least, for the Estimated Aircraft Downtime; and
- (b) liaise with ExecuJet in order to ensure the efficient through-put of the Aircraft at the Facility.

## **11 STORAGE OF CUSTOMER SPARES**

11.1 ExecuJet can provide secure and controlled storage which takes into consideration regulatory requirements for Wheels, Tyres, Batteries and other spares as requested. The following monthly charges will apply:

Wheel Assemblies	USD250 per component per month or part there-of
Aircraft Tires	USD250 per component per month or part there-of
Aircraft Batteries	USD250 per component per month or part there-of
Spares/Equipment	USD100 per day from arrival to dispatch OR USD500 per cubic metre per 30 days of storage space

## **12 PRECEDENCE**

12.1 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) any other documents, schedules, exhibits and attachments.

## **13 GOVERNING LAW AND JURISDICTION**

13.1 These Commercial Terms shall be governed by and interpreted in accordance with DIFC law.