

## General Terms and Conditions

of Nayak LM Germany GmbH (hereinafter referred to as "NAS") for the provision of work and services for aircrafts and equipment components

### I. General Terms and Conditions

1. Agreements between the customer and NAS are only binding for all parties involved if the customer issues to NAS an order sheet specifying the scope of the order or if NAS has confirmed the order in writing. Orders placed by phone or otherwise only become binding upon written confirmation by NAS.

2. The work order includes the authorization to perform, without specific approval by the customer, braking actions, instrument checks or other work which is required to check the order object. The customer agrees that additional work which in the course of the repair work proves to be necessary to ensure flight safety may only be performed and charged separately after specific approval.

3. NAS has the right to have the commissioned work performed by another enterprise which NAS thinks fit, without NAS being required to give notice to that effect to the customer.

### II. Prices

1. All prices are net, exclusive of the statutory VAT which has to be paid on top.

2. The minimum value for supplies, repair orders and other work is € 75.00 plus statutory VAT. If such amount is not achieved for the respective order, NAS will inform the customer. The customer will then decide whether the delivery or the order shall be executed at the minimum value or whether the order is cancelled.

3. NAS is entitled to invoice the customer for any expenses and outlays incurred by NAS in the relationship with third parties when performing the order, without deduction of discounts or rebates, if any, granted to NAS.

4. Cost estimates are only binding if they are made in writing and are also expressly referred to as binding in the written text. The services provided for the purpose of submitting a cost estimate (e.g. disassembly) will be charged to the customer even if the work described in the cost estimate is not executed at all or is executed in changed form. NAS will only invoice the customer for the preparation of the cost estimate if the customer does not place the order with NAS. For cost estimates for individual components of an aircraft, the price for the cost estimate amounts to € 80.00 net. For other cost estimates, the price amounts to 5% of the estimated order amount.

### III. Delivery

1. Delivery dates are only deemed to be binding for NAS if they are expressly referred to by NAS in writing as having been agreed between the parties. If additional work in terms of sec. 1. 2. is required, the delivery dates will be postponed accordingly. The right to withdraw from the contract as well as the right to claim damages for non-compliance with the delivery dates is excluded, except in the case of evidenced fault in the form of willful or grossly negligent conduct.

2. A delay in delivery or work/ service provision that is due to force majeure or to incidents which substantially impede delivery or render it impossible (including but not limited to war, state of emergency, riots, strike, lock-out, official orders by the authorities, shortage of raw material or disease, including the cases where these incidents occur with the suppliers of NAS) is not attributable to NAS even in the case of bindingly agreed dates and deadlines. In this case, NAS is entitled to postpone the delivery or work / service provision by the duration of the impediment plus a reasonable lead time or to withdraw from the contract in whole or in part. This also applies in the case that the delay in delivery or work / service provision is attributable to the suppliers of NAS provided that NAS makes reasonable efforts to ensure prompt delivery or work / service provision.

3. In any case where NAS exercises its right to withdraw from the contract for the reasons stated above, NAS is only obliged to repay down payments, if any; any other claims are excluded.

### IV. Storage fees

1. If components of an aircraft are handed over for the preparation of a cost estimate, storage fees in the amount of € 10.00 per day will be incurred if the customer fails to inform NAS within 48 hours from delivery of the cost estimate (in the way that the recipient can be deemed to have had the opportunity to take notice of the cost estimate in the ordinary course of business - "Zugang") whether the repair shall be executed and does not collect the component.

2. The same applies where the customer fails to collect the component within 48 hours after completion and appropriate notice to the customer.

3. If the customer fails to collect an aircraft within two days after completed maintenance, parking fees in the amount of € 450.00 per day will be incurred. This also applies where the collection of the aircraft is delayed because NAS has legitimately asserted a right of retention.

### V. Acceptance

1. Generally, acceptance is made by way of delivery and take-over at the dockyard of NAS or the garage designated by it.

2. If the customer requests delivery at the customer's domicile, this will be made at the customer's expense and risk. Delivery is deemed completed and thus the contract is deemed fulfilled- upon dispatch resp. loading on the works premises, also in the case that the customer has instructed NAS to ship the object to be delivered directly to a third party.

3. If the object of the order is an aircraft, the usual parking or storage fees will be charged for the time from completion already if the customer has failed to collect the aircraft within a period of four days after notice of completion has been sent to the customer by NAS.

4. If the customer is in default of acceptance, any liability of NAS for damage of any kind whatsoever which is caused through the customer's own negligence or that of its employees or staff members is excluded.

### VI. Claims for defects

1. NAS satisfies legitimate claims for defects with regard to all products and work/ services during a period of up to one year from the delivery date resp. from acceptance. Thereafter, all claims for defects are deemed time-barred. Where the customer of NAS is a registered trader ("Vollkaufmann") and the defect in question is a defect of the material which is attributable to a sub-supplier of NAS, NAS already now assigns to the customer any future claims for defects against the sub-supplier. To such extent, claims for defects against NAS are excluded.

2. The customer is obliged to give written notice of obvious defects to NAS within 14 days. Any parts that are complained about have to be sent to NAS for inspection at no expense to NAS. This obligation also applies to hidden defects provided that the customer of NAS is a registered trader ("Vollkaufmann"). If such notice is not given in writing or not given in due time, NAS will by no means be obliged to satisfy any claims for defects.

3. If the customer of NAS is a "registered trader" ("Vollkaufmann"), NAS will no longer be obliged to satisfy any claims for defects after expiry of four weeks or after 25 flying hours.

4. The obligation to satisfy claims for defects also lapses where the defective parts of the order object have been changed or modified or provisionally repaired by the customer or a third party. Any costs incurred by NAS due to illegitimate claims for defects are borne by the customer.

5. The obligation of NAS to satisfy claims for defects is by all means limited to the obligation to remedy the defect on its own premises or on the premises of an enterprise assigned by it. If no subsequent remedy ("Nachbesserung") or substitute delivery ("Nachlieferung") is provided within a reasonable period, the customer is entitled to reduce the price ("Minderung") or rescind the contract and claim surrender of the things mutually received in the context of the contract ("Wandlung").

6. The claims of NAS are due and payable in accordance with the agreed terms of payment, regardless of any complaints for defects. The customer is obliged to assert any rights for alleged defects separately. The right to set-off or exercise a right of retention for any complaint for defects of any kind whatsoever - except for undisputed claims and claims that have been established by a final non-appealable court decision (res judicata) - is expressly excluded.

### VII. Liability

1. NAS accepts no liability for damage and loss caused to the order objects or parts thereof handed over to NAS for the performance of work or services unless the damage has been caused by NAS or its employees or staff members willfully or grossly negligently or is due to an even only slightly negligent breach of a fundamental contractual duty ("wesentliche Vertragspflicht").

2. Unless otherwise stipulated in these General Terms and Conditions of Business, the liability of NAS for damage caused to the order object or parts thereof is limited to the repair of such object or parts. If NAS finds that it is impossible to repair the object or such a repair causes unreasonably high costs, the liability of NAS is limited to the payment of compensation for the value of the order object resp. the damaged parts as at the day of damage.

3. The customer agrees to remove from the aircrafts for which NAS shall perform work or services all objects which are unnecessary to operate the aircraft. NAS accepts no liability for the loss of or damage to objects which have been left in the aircraft contrary to the aforesaid obligation. This does not apply where the customer has expressly concluded with NAS an agreement for the safekeeping of such objects.

4. If NAS passes on an order placed with it to another enterprise in whole or in part, sec. VII. 1. applies mutatis mutandis. In this case, the other enterprise is deemed to be, and treated like an employee or staff member of NAS.

5. Apart from that, such passing on of an order or parts thereof to a

third-party enterprise is not deemed to give rise to a right of the customer or a third party to claim from NAS compensation of any indirect or direct damage, regardless of the legal cause on which such claim may be based.

6. The customer agrees to indemnify NAS from any and all liability to third parties and from any and all claims asserted against NAS by third parties which are caused by the customer or arise in connection with the order placed by the customer, unless NAS has acted willfully or grossly negligently.

7. The customer is liable to NAS for any and all damage which has been caused by the customer or its representatives willfully or negligently.

### VIII. Payment

1. Unless agreed otherwise in writing, the payment of any work or services provided is due upon acceptance of the order object and must be made in cash, without deductions. NAS is entitled to claim interest in the amount of 5% above the base interest rate valid at the time, but no means less than 8%. This also applies in the case of default I delayed payment ("Verzug"). In both cases, the customer has the right to demonstrate that no or less interest damage has been incurred by NAS. If the customer of NAS is a "registered trader" ("Vollkaufmann"), NAS will be entitled to claim interest in the amount of 8% above the base interest rate valid at the time, but by no means less than 11%.

2. NAS is entitled to claim an adequate down payment on account of the presumable costs.

3. If the customer pays with a credit card, NAS is allowed to charge € 6.50 net on top.

4. Any complaint with regard to an invoice has to be made in writing no later than within eight days from receipt of the invoice. The decisive date is that of the post mark.

### IX. Right of retention and lien

1. With regard to the claim arising from the order, NAS is entitled to a right of retention and a contractually agreed lien on the objects which have come into the possession of NAS in the context of the order. In the case of a lien, this does not apply if the aircraft concerned is registered in the aircraft register of the Federal Republic of Germany or has been cancelled from this register but is still registered in the liens register. In these cases, a lien will only arise if the lien is entered in the register. In all cases, the right of retention as well as the contractually agreed lien can also be asserted resp. realized with regard to any claims from previously executed maintenance services, spare parts deliveries and other claims that have arisen in the context of the business relationship.

2. If NAS exercises its right to sell a pledged object, the notice of intended sale is deemed properly given if an appropriate written notice is sent to the latest address of the customer known to NAS. In addition, NAS is entitled to sell the objects which have come into its possession in the open market at any time and any place which NAS thinks fit, either at once or by and by, to so have its claims against the customer satisfied, without an enforceable deed, compliance with the provisions governing execution or compliance with any specific time limits being required. In particular, the provisions of § 1237 clause 2 and 1238 BGB (German Civil Code) do not apply. No prior warning is required.

3. The provisions in sec. 2. do not apply where work or service has been performed for an aircraft which has to be entered in the aircraft register of the Federal Republic of Germany.

### X. Retention of title and replaced parts

NAS retains title to all accessory and replacement parts and exchange aggregates until all claims arising from the business relationship have been paid in full. Where such title lapses as a result of a combination ("Verbindung"), mixing ("Vermischung") or processing ("Verarbeitung"), NAS will become co-owner of, and share title to the object with which the object delivered by it has been combined, mixed or which has been generated by processing whereby such co-ownership will be commensurate with the proportion between the values of the objects used.

### XI. Miscellaneous

1. The place of jurisdiction is agreed to be Cologne.

2. The law of the Federal Republic of Germany applies.

3. Claims of the customer arising from the agreement can neither be transferred nor assigned unless the claims in question are undisputed or have been established by a final non-appealable court decision (res judicata).

4. Agreements and promises which do not comply with the terms and conditions set out above or which supplement them are only deemed to be valid if they have been agreed in writing and signed by both parties.

5. If any individual of the preceding provisions are or become inapplicable or if they are changed or modified, this will be without prejudice to the validity of the other provisions.