



GENERAL TERMS & CONDITIONS OF PURCHASE

Applicable to all orders regarding purchase by JetSupport B.V registered at the Chamber of Commerce Amsterdam under nr. 34179059, JetSupport Infra B.V registered at the Chamber of Commerce of Amsterdam under nr. 34242416, Jet Support Handling B.V registered at the Chamber of Commerce under nr. 34261945, AllPlanes B.V. registered at the Chamber of Commerce under nr. 34237058 and acting under the foregoing names or any other chosen trade names respectively including, without limitation, "JetSupport Avionics" and "JetSupport Amsterdam", all domiciled at Thermiekstraat 158, 1117BG Schiphol-Oost, the Netherlands.

June 2018

1. GENERAL

1.1. In these General Terms and Conditions the following terms have the meaning indicated, unless expressly indicated otherwise:

- *Agreement*: the agreement between Supplier and JetSupport;
- *Conforming Supplies*: means Supplies that conform in all respects with the specifications as set forth in the Purchase Order or otherwise communicated in writing by JetSupport to Supplier. The term "*Non-Conforming Supplies*" (or "*Non-Conformity*") means Supplies which fail in any respect to conform to the specifications as set forth in the Purchase Order or otherwise communicated in writing by JetSupport to Supplier;
- *Day*: a calendar day, unless it is expressly specified in a different manner;
- *JetSupport*: means the JetSupport-entity placing the Purchase Order, as listed in the preamble of these General Terms and Conditions;
- *Parties*: the parties to the Agreement between Supplier and JetSupport;
- *Purchase Orders*: shall be referred to as 'PO'. They are a species of "Agreement" whereby JetSupport agrees to purchase and Supplier agrees to sell the Supplies and contain all of the following specific transaction details: price, quantity, delivery date, delivery address, JetSupport PO number, Supplier Sales order number, product description, page numbers (in the manner of 'Page 1 of x'), and date;
- *Supplier*: the counterparty of JetSupport;
- *Supplies* (or "*Supply*" in singular): refers to goods, products, works or services, reports, data and other personal or intellectual property ordered or deliverable hereunder as the context so requires.

2. SCOPE OF APPLICATION

2.1. These General Terms and Conditions (hereinafter: Terms) set out hereinafter apply, unless specified otherwise, to all orders from JetSupport to the Supplier for Supplies.

2.2. The applicability of the general terms and conditions of the Supplier is hereby expressly

excluded. The Terms will also apply if JetSupport purchases from the Supplier with knowledge of contrary terms and conditions of the Supplier, or terms and conditions that deviate from these Terms.

2.3. Each individual JetSupport entity shall be deemed to be a separate, independent entity under the present Terms. Commitments entered into by a JetSupport entity shall be valid only with respect to the relevant entity and shall not be attributable to any other entity of the JetSupport group of companies.

2.4 Should one or more terms and conditions in these Terms appear to be void or made void, the other conditions will remain in place. Supplier and JetSupport will then consult each other in order to agree on new terms and conditions to replace the terms and conditions that are or have been made void, taking into account as much as possible the objectives of the original terms and conditions.

2.5. JetSupport may make modifications to these Terms. Those modifications shall also apply to Agreements that were already made at the moment the modification took place, on the proviso that the Supplier has been given notice of these modifications. Should the Supplier not accept these modifications within five (5) workdays, it must notify JetSupport in writing, in which case the existing Agreement(s) will be executed under the previous Terms. New Agreements will be governed by the new Terms.

2.6. Terms and conditions which divert from these Terms can be invoked by the Supplier only then and insofar these have been endorsed by JetSupport in writing.

2.7 JS collects personal data from Supplier for the purpose of fulfilling the Agreement, subject to the privacy policy published on its website. This data encompasses, to the extent provided by Supplier, first and surname, gender, birth date and -place, age, corporate title and function, address, e-mail address, bank account number, license plate, camera surveillance footage (in case of visits to JetSupport-premises) biometric data, passport photograph, civil service number and personal data provided by telephone. JS processes the personal data for the

following purposes: 1) payment transaction; 2) transmission of newsletters and advertising; 3) to call if necessary to perform its work or services or provide its products; 4) to inform about changes to its work or services or products; 4) to deliver work or products or other goods to Supplier's premises; 5) to fulfil requirements by law such as processing required by law(s) such as tax purposes, immigration or airport entry. JS has published its full privacy policy on its website (www.jetsupport.nl) and may update the same. Supplier is advised to read the full privacy policy and check for updates.

2.8 Nothing in these Terms or in any Agreement to which they apply shall be deemed to create any right on the part of any person or entity not a party to an Agreement.

2.9 Any reference to "Agreement" in these terms shall automatically refer to POs, unless expressly stated otherwise.

3. OFFERS

3.1. None of which is stipulated in these Terms shall force JetSupport to enter into an Agreement or place a PO with the Supplier, nor shall anything suggest that Supplier is entitled to provide any Supplies, unless an express confirmation to do so by JetSupport has been received by Supplier in writing.

3.2. The PO may only be fulfilled by the Supplier as mentioned specifically in the PO, regardless of who de facto the recipient is of such a PO. Should a PO be received by a party who is not the intended recipient for any reason whatsoever, including, without limitation, the negligence of JetSupport, such recipient shall not be entitled to fulfil the PO.

3.3. The PO between Parties takes effect at the time of its written confirmation by Supplier. However, any conduct by Supplier recognizing the existence of a PO also shall be deemed an acceptance of the terms of the PO. The Supplier shall indicate its assent to fulfil the PO within two (2) workdays or immediately for "Critical of AOG"-POs after having received the PO, by sending a PO endorsement in writing to the person who placed the PO (or on whose behalf the PO was placed) on behalf of JetSupport. By indicating its assent to fulfil a PO placed by JetSupport, the Supplier accepts and agrees to be bound by the Terms. A PO confirmation must contain at least: price, quantity, delivery date, delivery address, JetSupport PO number, Supplier Sales order number, product description, page numbers (in the manner of 'Page 1 of x'), and date.

3.4. JetSupport can, at any time before receiving the confirmation from Supplier, withdraw the PO.

3.5. Cost estimates shall solely be binding when submitted in writing and expressly pointed out in the estimate to be binding.

4. MODIFICATION OF AGREEMENT

4.1. If, during execution of the Agreement, it appears necessary to modify the Agreement, the parties will, in due time and in consultation with each other, modify the Agreement accordingly.

4.2. If the Parties agree that the Agreement is to be modified, the Supplier is entitled to adjust the price, the manner and term of execution accordingly, provided such adjustment is reasonable and fair. Any claim by the Supplier for such an adjustment under this clause must be asserted in writing within thirty (30) Days from the date of the modification or JetSupport shall not be obligated to consider Supplier's claim for an adjustment.

4.3. If the modification of the Agreement has financial consequences or consequences regarding the quality of the work to be done or other significant consequences which according to the standards of reasonableness and fairness the counterparty ought to be aware of, the Supplier shall inform JetSupport accordingly.

4.4. In deviation of the former articles, the Supplier shall not charge any extra costs if the modification of the Agreement is the result of circumstances that must be attributed to the Supplier.

4.5. Without prior written consent by JetSupport, the Supplier shall not be entitled to assign any contractual rights and liabilities from any Agreement to any third party. Others shall perform no material part of Supplier's obligations without JetSupport's written consent, which consent will not relieve Supplier of its obligations. If this provision has not been met JetSupport has the right to rescind the Agreement, regardless of whether the Supplies ordered have been delivered to JetSupport.

5. TERMINATION OF AGREEMENT

5.1. JetSupport reserves the right to terminate any Agreement without liability, if any circumstances arise of such a nature that it will be impossible to meet the obligations of the Agreement or if according to standards of reasonableness and fairness, meeting the obligations would be unreasonable, or in case circumstances arise that make it unreasonable to keep the Agreement as it is without modifications.

5.2. JetSupport reserves the right to terminate any Agreement without any liability and without prejudice to any claim for damages or otherwise which JetSupport may have against the Supplier if:

- the Supplier commits any breach of these Terms;
- the Supplier refuses or fails to provide Supplies within the time specified in the PO;
- the Supplier fails to comply with any of the other terms and conditions of an Agreement, or so fails to make progress so as to endanger performance of the Agreement or PO in accordance with the terms and conditions of the Agreement or PO, and does not cure any such failure within a period of

ten (10) Days (or such longer period as JetSupport may authorize in writing) after receipt of notice from JetSupport specifying such failure;

- Supplier dissolves, liquidates, becomes insolvent, makes a general assignment for the benefit of creditors, has a trustee or custodian appointed for itself or any material portion of its property or is subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors, whether voluntary or involuntary.

5.3. If the Agreement is terminated, Supplier shall give a reasonable term of compliance to Jet Support for the fulfilment of its remaining obligations under the Agreement. Should JetSupport postpone fulfilment of its obligations, it is understood it will keep all its rights available under the law and/or the Agreement.

5.4. If JetSupport terminates any PO in accordance with clause 5.2., JetSupport may purchase the Supplies in question from the most convenient alternative source and any increase in the price paid therefore over and above the price specified by the Supplier for such or identical Supplies shall be borne by the Supplier and be paid to JetSupport on demand within a period of fourteen (14) Days.

5.5. JetSupport may at any time, by written notice, terminate the Agreement or PO or any part thereof for its sole convenience. In the event of such termination, Supplier shall immediately upon receipt of such notice stop all work and shall immediately cause its suppliers, subcontractors and agents to cease any and all work being done by them in connection herewith, unless instructed differently in the termination notice. Any claims for damages by Supplier under this paragraph must be asserted in writing in detail within thirty (30) Days of receipt of JetSupport's written termination notice. In the event of such termination, JetSupport shall pay to Supplier costs incurred by Supplier determined in accordance with sound accounting practices plus a reasonable allowance for profit earned thereon; provided that Supplier shall not be entitled to any profits with respect to Supplies rendered or delivered subsequent to the effective date of such termination or performed outside of "lead times" for the Supplies (as defined or referred to in the PO), nor shall the total termination sum payable to Supplier exceed the total PO price as reduced by the amount of payments otherwise made, and as further reduced by that portion, if any, of the PO price of Supplies not terminated; further provided, however, that if it appears that Supplier would have sustained a loss had the entire PO been completed, no profit shall be payable hereunder and a reasonable and fair adjustment shall be made reducing the amount otherwise payable hereunder to reflect the loss that was effectively avoided by the termination.

5.6. JetSupport will keep the right to claim damages in all its forms.

6. PRICES

6.1. Prices fixed under Agreement shall refer exclusively to such Supplies as are agreed upon in writing. Work not expressly agreed in writing in the Agreement or relevant confirmation of PO shall be charged separately on the basis of the "standard rates" (rates defined in the Agreement or as otherwise agreed between the Parties), which apply from the date such standard rates have last been communicated to JetSupport.

6.2. If no fixed price is agreed upon, Supplier shall apply the then current prices it charges for the type of Supply involved, provided that such prices have been communicated to Jet Support prior to confirmation of the PO.

6.3. All prices shall be net ex-works as defined in the then current Incoterms. Supplier price increases, foreign exchange rate fluctuations, import duties, taxes or other dues augmenting Supplier's cost price shall not be borne by JetSupport if they occur subsequently to the dispatch of confirmation of PO.

6.4. Prices shall be exclusive of statutory sales tax and VAT.

6.5. Price reductions by the Supplier between placement of the PO and delivery shall automatically apply to the PO.

6.6. The Supplier shall be responsible for payment of all taxes and duties that may be due in respect of the Supplies and for obtaining at its expense any import or export license or government approvals which may be necessary for the provision of the Supplies under the PO as stated in more detail in clause 15.

7. TERMS OF PAYMENT

7.1. The Supplier shall submit invoices in respect of the ordered Supplies. Invoices shall be in singular for each PO, bearing the PO number and the address of origin of the Supplies to the address shown on or in the PO on the Day on which the Supplies are dispatched; JetSupport's official PO number must be quoted upon all delivery notes and invoices. Failure to do so will absolve JetSupport of any obligation to pay such invoice until receipt of an invoice bearing the correct JetSupport PO number. The term of payment will likewise commence to run only on receipt of such invoice bearing the correct PO number. If an invoice does not meet the requirements of these Terms, JetSupport shall indicate these (formal) shortcomings in writing towards the Supplier as soon as possible.

7.2. Every invoice shall refer to the correct JetSupport-entity. Such invoices will become due for payment by JetSupport sixty (60) Days after receipt and acceptance of the Supplies and receipt of the invoice as stipulated in clauses 7.1, 9.4. and 10.1.

7.3. Payment must be effected within the term indicated on the invoices or in the Agreement, in a way and in a currency indicated by JetSupport. Should no term of payment be indicated, the invoices shall be paid with 3% discount in fourteen (14) Days or without discount in thirty (30) Days after receipt of a correct invoice and full delivery of Supplies.

7.4. The Supplier shall not be entitled to demand partial or full payment either in advance or at the time of PO fulfilment, unless this is expressly agreed in writing by the Parties.

7.5. In principal, payments shall be made scriptural, unless expressly agreed in writing otherwise. JetSupport shall not be obliged to pay by credit cards, cheques, bills of exchange or money orders.

7.6. Bank transfers will be made with transfer costs shared by transferor and beneficiary. Payment by bank transfers shall be considered effected when the bank account of the JetSupport is debited.

7.7. JetSupport may offset against any amounts due under Supplier's invoices

(i) any damages resulting from Supplier's breach of the PO or Agreement,

(ii) any amount owed to Supplier by JetSupport, whether or not arising from the PO (or any other Agreement, if applicable),

(iii) any adjustment for Non-Conforming Supplies and any costs occasioned therewith.

7.8. Should JetSupport be in default of payment, the Supplier shall indicate this default by letter of formal notice within seven (7) Days of the indicated due date. JetSupport may withhold an appropriate portion of the payment until any disputed items are resolved and/or defects in work corrected.

8. QUALITY AND VERIFICATION

8.1. The Supplies shall:

- be of new and reliable materials and of reliable workmanship and conform as to quality, quantity, description and in all other respects with any agreed samples and with the particulars stated in the PO and any specification or other document referred to in the PO (or other Agreement, if applicable);
- be provided with all due care and skill;
- include all requisite materials, including but not limited to accompanying drawings, test certificates, certificates and installation and operation manuals.

8.2. Suppliers with a JetSupport Supplier Qualification Certificate must adhere to the terms of qualification.

8.3. An EASA Part 21G-Supplier must deliver to JetSupport all original production records defined in the Qualification Certificate and must keep copies of the production records for a period of three years from the production of such documentation or from finalizing relevant work activity, whichever is longer.

8.4. Any deviation from the approved design data occurred in production must be immediately communicated to JetSupport.

8.5. Any failures, malfunction, defects or other occurrences, which cause or might cause adverse effects on the continuing airworthiness of the product, part or appliance provided by the Supplier, must be immediately communicated to JetSupport.

8.6. Supplier must immediately report to JetSupport any change potentially affecting the Supplies, including but not limited to:

- a) Changes of facility or manufacturing process or changes affecting JetSupport-personnel;
- b) Changes in quality processes affecting the Supplies;
- c) Use of subcontractors who have not been previously approved by JetSupport or changes in processes used to control subcontractors;
- d) Changes in production capacity.

8.7. Suppliers holding an Aviation Authority Approval (i.e. EASA Part 21G, FAA Repair Station, EASA AMO Part 145 A etc.) must immediately inform JetSupport in the case of suspension or revocation of their Aviation Authority Approval.

8.8. Supplier shall grant aviation authorities the right to gain access into Supplier's or its partners/sub-contractors/suppliers premises in order to carry out inspection/investigations as required by aviation regulations.

8.9. If the Supplies fail to meet the requirements of clause 8, any applicable certificates, laws, regulations or any of the Supplier's warranties (express or implied) or JetSupport's instructions, specifications, drawings and/or data, JetSupport may without liability and at any time reject or refuse to accept and return, at the Supplier's expense, all or any Supplies or require replacement or repair at Supplier's cost. In case of rejection, refusal and return the Supplier shall immediately upon receipt of written notice from JetSupport return any payments made by JetSupport. Payment for any Supplies shall not be deemed an acceptance thereof.

8.4. JetSupport or its authorized representative shall be afforded the right to verify at source that Supplies meet the specifications and other requirements of the PO (and other Agreement, if applicable). JetSupport will notify in a reasonable time Supplier of any Non-conformity discovered. Such verification shall not absolve the Supplier from any of its responsibilities under the PO (or any other Agreement, if applicable), nor affect JetSupport's right to reject Supplies nor shall such verification be used by the Supplier as evidence of effective control of quality. Upon request, Supplier shall provide JetSupport, without cost to JetSupport, written or oral reports relating to the status of Supplier's performance hereunder.

9. DELIVERY TIME AND DELIVERY

9.1. The Supplier, at its own expense, shall deliver the Supplies during normal working hours (unless otherwise agreed in writing) properly packed and secured at the place specified in the PO or such other place as may be subsequently agreed. Delivery shall be "delivery duty paid" according to the Incoterms 2010 unless stated otherwise in the PO or otherwise agreed in writing, in which case different delivery terms are limited to that specific order. Each package should be plainly marked with the supplier's name and the delivery address stated on the face of the PO and includes a packing list with JetSupport's PO number, delivered quantity, shipping date and product description.

9.2. Any Supplies that should not have been delivered shall be held at the Supplier's sole risk or will be returned "carriage forward", and JetSupport shall be entitled to charge the Supplier and be paid for all expenses including without limitation all labour and packing expenses incurred in the return of the Supplies that should not have been delivered.

9.3. At JetSupport's request, the Supplier will as soon as possible provide JetSupport with all details relating to the status of the PO. Whenever anything delays or threatens to delay the timely performance of the PO, Supplier must immediately, after it knows or should reasonably have known about such delay, notify JetSupport in writing of all relevant details with respect to such delay.

9.4. All deliveries must be acknowledged by the signature on a delivery note of a duly authorized official of JetSupport and Supplies are to be off-loaded only in accordance with such official's instructions. JetSupport shall not pay for any Supplies for which no valid delivery note exists.

9.5. The Supplier shall not charge for the return of any packaging relating to the Supplies including without limitation packing cases or empties. If the Supplier notifies JetSupport in its quotation and on its invoices that packaging cases or empties are returnable and gives the address to which they should be sent, every effort shall be made by JetSupport to return such items at the Supplier's expense and risk. If instructions for the return of packaging case or empties are not given by the Supplier to JetSupport when Supplies are received, JetSupport may without notice shed the packaging and no credit shall be allowed to the Supplier in respect thereof.

9.6. The Supplier shall deliver or render the Supplies at the times specified in the PO accompanied by all necessary documentation, whether only for customs and similar formalities or not. The Supplies may not be delivered or rendered earlier or later than the due delivery or performance date, unless JetSupport gives written permission in this regard. JetSupport may reject them otherwise. The Supplier shall inform JetSupport immediately of any (expected) delay in

delivery. JetSupport may at its discretion grant an extension to the period for delivery or performance if so requested. For such time Supplies will be considered "Non-Conforming". Time for delivery and other performance by the Supplier shall be of the essence for each PO. The Supplier will relinquish its right to excuse a delay due to force majeure if it fails to inform about a(n) (expected) delay. For the sake of completeness, failure by the Supplier's suppliers to deliver on time shall not constitute force majeure.

9.7. JetSupport has the right in case of delay of delivery or performance to demand liquidated damages of 2% of the PO-value per Day of delay.

9.8. If the Supplies or any part thereof are not so delivered or rendered, JetSupport may cancel the PO in respect of the Supplies undelivered or not performed and for any other Supplies already delivered or performed which cannot be effectively and commercially used by reason of such non-delivery or non-performance.

9.9. The foregoing does not relieve the Supplier of any responsibility for hidden damages discovered after acceptance of the Supplies.

10. RISK AND TRANSFER OF OWNERSHIP

10.1. Ownership, risk and title in and to the Supplies shall pass to JetSupport on acceptance of delivery of the Supplies as contemplated in clause 9.4, provided that acceptance shall not denote sign-off of quality assurance of the Supplies by JetSupport.

10.2. Title to all Supplies delivered hereunder shall be delivered free and clear of all liens, charges or encumbrances, and Supplier warrants that the title conveyed shall be good and the transfer rightful. If the Supplies have been either originated or designed by JetSupport in accordance with specifications or other requirements furnished by JetSupport, all rights to the Supplies or such other data and all rights to the reproduction, use or sale thereof are, and shall continue to be owned solely by JetSupport. However, if the Agreement is terminated or if Supplies are rejected then title to (and risk of loss or damage) shall automatically return to the Supplier and Jet Support shall have a right of pledge on the Supplies.

11. WARRANTY

11.1. The Supplier shall issue a warranty guaranteeing the proper execution of works or services ordered and the, complete, flawless condition (in design, manufacture, workmanship and material) of goods, products, reports, data and other personal or intellectual property ordered, fit for the intended purpose and (as applicable) according to the latest state of technology. Shipping expenses for parts covered by the warranty shall be borne by the Supplier.

11.2. Supplier warrants that all requested certificates, documents specified in the Agreement or other documents which are necessary for the use of

the goods or services for the intended purpose are supplied. The Supplier shall be responsible for the fact that any material certificates to be supplied comply with the applicable aviation regulations and meet the requirements defined by the JetSupport

11.3. Supplier warrants that the delivered goods, products, works or services, reports, data and other personal or intellectual property ordered or performed comply with all requirements indicated by JetSupport and comply with all applicable laws including but not limited to national and international flight safety regulations, acknowledged rules of technology, any other acknowledged safety regulations as well as any other relevant accident prevention, environmental or work safety regulation and warrants that it does not infringe upon any applicable intellectual property rights.

11.4. If within the warranty period (which shall be a minimum of 36 months (or longer by applicable law, whichever the greater) after delivery of goods, products, reports, data or other personal or intellectual property or performance of the works or services ordered, or within a reasonable time after the said warranty period and in any event no longer than 150 flying hours) JetSupport gives notice in writing to the Supplier of:

- any defect in the Supplies which has arisen during the warranty period under proper use, or any other Non-Conformity of the Supplies with the PO (or other Agreement, if applicable) or other requirements of JetSupport;
- the fact that the Supplies are not fit and suitable for the use intended by JetSupport.

the Supplier shall repair, or at JetSupport's request, replace the Supplies so as to remedy the defects or Non-Conformity without cost (including transportation) to JetSupport. Where the Supplier fails to provide such remedy, JetSupport may repair or have repaired the Non-Conformity at the cost of the Supplier. Any and all remedies herein specified shall be in addition to any further remedies afforded by applicable law.

11.5. Unless otherwise agreed by JetSupport in writing, all Supplies with shelf life must have at least 75% shelf life remaining.

11.6. No warranty claims shall be considered by Supplier for used parts or makeshift repairs installed or performed at the request of JetSupport.

11.7. If during the warranty period the Supplies are found to be defective or not conform as aforesaid, JetSupport may alternatively and without liability cancel the PO and reject any or all such defective or Non-Conforming Supplies and also any other Supplies already delivered or performed and the Supplier shall thereupon repay any sums already paid by JetSupport in respect of Supplies so rejected or not then delivered or performed.

11.8. The warranty shall cover the repair or replacement of faulty work or defective parts up to an amount which can exceed the total sum of the relevant invoice, provided that this amount is in accordance with the standards of reasonableness and fairness.

11.9. In case of work performed by third parties or installation of parts procured from third parties, JetSupport can successfully enforce any claim resulting therefrom on the Supplier.

12. PARTS OBSOLESCENCE

12.1. Supplier agrees to continue all manufacturing capabilities and/or provide alternate support for the form, fit and functional requirements for the original configurations on any/all of the "out-of-production" configurations, modifications or enhancements, as long as the model aircraft for which it was designed remains in service. Supplier further agrees to provide JetSupport ninety (90) Days notification for "last-time-buy" options for any obsolete end items and parts of assemblies at the pricing set forth in the PO (or any other Agreement if applicable) where applicable.

13. LIABILITY AND INSURANCE

13.1. If the PO or other Agreement, if applicable, requires that the Supplier sends its employees to JetSupport's premises or an assigned location for any purpose in connection with such PO or Agreement, then notwithstanding any degree of technical supervision exercised by JetSupport or any instructions issued by JetSupport, such employees shall remain Supplier's employees alone. Therefore, it is an express condition of the PO that the Supplier elaborates and maintains in force for the benefit of JetSupport and itself full employer's liability insurance in respect of such employees. The Supplier shall provide documentation of such insurance at any time on request and shall explicitly inform JetSupport in writing about any changes in the relevant insurance.

13.2. The Supplier shall indemnify JetSupport against liability resulting from any claim or action in respect of death, illness or bodily injury to any person caused by or arising out of the Supplies delivered or or performed by the Supplier, its employees, agents or subcontractors under the PO or any other Agreement, if applicable, and the Supplier shall further indemnify JetSupport against any loss of or damage to property caused by the Supplies or by the act or default of the Supplier or its employees, agents or sub-contractors.

13.3. The Supplier shall also, in respect of its liabilities arising out of or associated with the PO or other Agreement (if applicable) and the provision of Supplies thereunder, maintain insurance cover with reputable insurers for adequate public liability insurance, product liability insurance and financial

loss insurance. The Supplier shall provide documentation of such insurance at any time on request and shall explicitly inform JetSupport in writing about any change in the relevant insurance.

13.4. All risk of loss or damage to any property of the Supplier or of the Supplier's employees, agents or sub-contractors while at JetSupport's premises for any reason whatsoever shall be and remain the sole risk and responsibility of the Supplier. Supplier shall indemnify JetSupport for all liability in respect of all such loss or damage.

14. INDEMNITY

The Supplier shall hold Jet Support harmless from and against any and all damages, liabilities, penalties, fines, costs and expenses arising out of claims, suits and allegations of any kind resulting from any Non-Conformity, infringement of any intellectual property right or non-adherence to any applicable laws in respect of any Supplies.

15. COMPLIANCE

15.1. Both parties agree that no party shall be required to perform any of its obligations to the extent and for such time that performance of such obligations would expose such party to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other jurisdiction applicable to the respective party and/or the Supplies, including applicable anti-bribery laws and the "International Traffic in Arms Regulations" and other export control laws of the United States of America ("U.S.") or other countries. (Hereinafter referred to as "Applicable Regulations"). The Supplier shall advise JetSupport of any and all restrictions that may be imposed upon JetSupport in connection with such Supplies. Supplier and JetSupport acknowledge that diversion contrary to such Applicable Regulations is prohibited.

15.2. The Supplier shall identify any item of the Supplies which is subject to Applicable Regulations and shall provide JetSupport with all information concerning such Applicable Regulations as well as with any assistance JetSupport as it may require to ensure compliance by JetSupport under any Applicable Regulations. Supplier shall hold JS harmless for Supplier's failure to do so.

15.3. Whenever all or part of the Supplies is subject to Applicable Regulations, Supplier shall notably:

(i) be responsible for obtaining, at no cost to JetSupport, all relevant official approvals, licenses and authorizations required for the worldwide export and delivery of the Supply item to JetSupport, and if identified on the Purchase Order, the end Supplier, for operation on an aircraft operated worldwide; and
(ii) where all or part of a Supply item is subject to export licensing procedures, Supplier shall ensure

that an export license or similar documentation is issued by the relevant authorities in time to allow delivery and operation of the Supply item, and incorporation into the aircraft identified in the relevant purchase order, if any, by JetSupport or the end customer; and

(iii) state on all delivery notices and invoices the export control number according to the Applicable Regulations, if any.

(iv) Notify JetSupport immediately if Supplier cannot or no longer meet the requirements of this article.

16. MISCELLANEOUS

16.1. All communication and notices hereunder shall be in writing and shall be deemed delivered when delivered by hand, or when three working days have passed after being sent by registered mail (return receipt requested or postage prepaid) or when transmitted by means of telecopy or other wire transmissions, in each case at the address set forth below:

• JetSupport BV

Thermiekstraat 158

NL-1117 BG

Schiphol-Oost

The Netherlands

Ph: +31 (0)20 5022280

Fax: +31 (0)20 6010025

E-mail: info@jetsupport.nl (or other E-mail addresses commonly used by JetSupport and Supplier in their correspondence for the respective PO or Agreement).

16.2.1. The Parties are not obliged to meet any obligation, should this be prevented by any circumstances beyond guilt, or circumstances that cannot be attributed to a party by virtue law, legal obligations or standards of reasonableness and fairness.

16.2.2. Force majeure is defined in these Terms as all that is defined as such in Dutch law or not foreseen or foreseeable and beyond the control of JetSupport or the Supplier, but as a result of which JetSupport or the Supplier is prevented to meet its obligations. This includes strikes in any company of JetSupport.

16.2.3. The Parties may postpone their obligations from the Agreement for the duration of force majeure. Should this period be longer than two (2) months, each of the Parties is entitled to terminate the Agreement, without any obligation for compensation of damages to the other party.

16.2.4. Insofar one of the Parties has partially met its obligations at the time force majeure arises or is still able to do so, and this partial execution of the Agreement has any value, each of the Parties shall be entitled to invoice for the part executed. Each Party must pay this invoice as it were the result of a separate Agreement.

16.3. Both Parties are obliged to keep secret all confidential information (which includes (but is not limited to) any material, goods or information such as drawings or software) received as a result of the execution of an Agreement or from other sources. Information is confidential if so indicated by the other Party or if this results from the nature of the information. Information is by all means confidential in case Parties know or reasonably could know that it is of confidential nature. All such information provided by JetSupport shall remain the property of JetSupport. Any material derived from such confidential information shall also be the property of Jet Support unless otherwise agreed in writing.

16.4. Each Party hereto agrees to execute any and all further documents and writings and perform such other reasonable actions which may be or become necessary or expedient to effectuate and carry out the Agreement.

16.5. Unless specifically stated to the contrary herein, time shall be of the essence for all events contemplated hereunder.

16.6. The division of this Agreement into sections, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7. These Terms, all Agreements, and all disputes arising from the Agreements between JetSupport and the Supplier shall in all respects be construed, governed and interpreted in accordance with the laws of The Netherlands. The UN Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto) shall not apply. Any dispute not resolved by the Parties shall be subject to the exclusive jurisdiction of the District Court of Amsterdam.