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## **TERMS AND CONDITIONS**

### **1.0 Definitions**

In these Terms and Conditions, unless the context requires otherwise, **“Supplier”** means **Aeras DWC LLC (t/a Aeras Aviation) (Company Number 6767)** **“Aeras DWC LLC (t/a Aeras Aviation) “Premises”** means **Business Center Logistics City, Dubai Aviation City, Dubai, United Arab Emirates** or other such address as may be notified by the Supplier from time to time.

**“CMM”** means the Component Maintenance Manual.

**“Contract”** means the Customer accepts the agreement arising when any quotation made by the Supplier, or when the Customer's Order is accepted by the Supplier, under these Terms and Conditions of Sale (Terms and Conditions).

**“Customer”** means the person, firm or Company purchasing the Components from Supplier.

**“Delivery”** shall have the meaning ascribed to it in Clause 5.1. Component means an aviation component or components.

**“Overhauled”** means the restoration of a Component in accordance with the instructions defined in the CMM supplied by the original equipment manufacturer.

**“Order”** means the Customer's order for the Components as set out in the Customer's order form or in the Customer's written acceptance of the Supplier's quotation, as the case may be.

**“Serviceable”** means the condition of a Component, which has been repaired and classified as fully functioning and able to be fitted to an airworthy aircraft as stated by EASA and/or the FAA.

### **2.0 Applications and Precedence**

2.1 Any quotations supplied by the Supplier shall remain open for acceptance for a period of 7 (seven) days from the date of the quotation, unless in the quotation some other period is specified, or the Supplier withdraws the quotation.

2.2 These Terms and Conditions shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Supplier's fulfilment of Customer's Order does not constitute acceptance of any of Customer's terms and conditions and shall not serve to modify or amend these Terms and Conditions.

2.3 Any special conditions relating to an Order for the supply of any of the Components and agreed between the Supplier and the Customer shall be in writing and such special conditions shall take precedence over these Terms and Conditions in respect of that Order.

### **3.0 Customer Obligations**

3.1 The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any Order submitted by the Customer.

3.2 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

3.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier, which is not set out in the Contract.

#### **4.0 Price**

4.1 The Components will be packed in compliance with ATA-300 specification (or any amendment thereto from time to time) and made available to the Customer.

4.2 The price is exclusive of all taxes and duties which shall be paid by the Customer and which the Customer hereby undertakes to pay without delay. Should the Supplier be required to pay any such taxes or duties on behalf of the Customer the Customer shall reimburse the Supplier forthwith upon demand.

4.3 Quotations in a currency other than US Dollars are based on the rate of exchange at the time of quoting and unless otherwise stated the price may at the Supplier's discretion be subject to revision up or down if any different rate of exchange shall apply at the date of invoice.

#### **5.0 Delivery of Components**

5.1 Subject to the provisions of Clause 2.3 hereof the Supplier shall notify the Customer (either verbally or in writing) that the Components are ready for collection from the Supplier's Premises on the date specified (Due Date). Unless expressly provided otherwise, delivery of the Components shall be affected by the Supplier making the Components available for collection by the Customer on the Due Date (Delivery).

5.2 Each Delivery of Components shall be treated as taking place under a separate contract and default or delay by the Supplier in any single Delivery of Components shall not entitle the Customer to repudiate any previous or subsequent contract.

5.3 If the Supplier and the Customer both agree that the Supplier shall arrange, or undertake, to insurance and transport of the Components beyond the point of Delivery at the Supplier's Premises, such costs shall be for the Customer's account and shall not affect the provisions of the Contract as to the transfer of risk (see Clause 7.1 below).

#### **6.0 Payment**

6.1 The Supplier shall render to the Customer invoices showing the sums due under the Contract. All payments due thereunder shall be made by the Customer in the currency and to the bank account specified within the time-period for payment detailed as Payment Terms on the Supplier's Invoice in cleared funds. If Payment Terms are not specified on the Supplier's Invoice, the Supplier's standard terms for payment, being 30 days after the date of the Supplier's Invoice, shall apply. Time for making all payments due to the Supplier hereunder shall be of the essence.

6.2 Without prejudice to the Supplier's rights under Clause 10 hereof; if the Customer fails to make any payments within 15 days after the Payment Date the Supplier shall have the right (without prejudice to any other rights or remedies which may be available to the Supplier) forthwith to terminate or suspend all further deliveries until such default is made good. Any additional costs and expenses of whatever nature incurred by the Supplier as a result thereof shall be borne by the Customer.

6.3 Without prejudice to any other of the Supplier's rights or remedies the Customer shall in addition to payment of the price pay interest at the rate of 4% per annum above the Base Lending Rate from time to time of Mashreq Bank's or HSBC's Bank on any sum remaining unpaid after the Payment Date until the actual date of receipt by the Supplier of the payment, such interest being calculated on a daily

basis. The Customer shall reimburse all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

6.4 If the Customer fails to take Delivery of the Components on the date agreed by the parties for delivery or if the Supplier is prevented or hindered from performing any of its obligations under the Contract as a result of any act or omission on the part of the Customer, the Supplier shall be entitled (without prejudice to any other rights or remedies which the Supplier may have) to invoice the Customer for the price thereof and payment shall be due as if Delivery of the Components had been effected. In such event the Customer shall be liable for and shall promptly reimburse the Time of actual collection of the components.

6.5 If the unit purchased fails to meet customer requirement and they wish to return; 25% restocking fee will incur.

6.6 All payment is subjected to additional of \$30.00 wire transfer fee.

#### **7.0 Risks and Title**

7.1 Risk of loss in respect to the Components shall pass to the Customer upon Delivery.

7.2 Notwithstanding that risk of loss with respect to the Components shall pass to the Customer in accordance with Clause 7.1 and the Supplier's issuance of an ATA106 to the Customer, title to the Components shall remain with the Supplier until payment in full has been received by the Supplier:

- (i) For those Components;
- (ii) For any other goods supplied by the Supplier; and
- (iii) In respect of any other monies due from the Customer to the Supplier on any account

7.3 Any resale by the Customer of Components in which title has not passed to the Customer shall be made by the Customer as agent for the Supplier.

7.4 The proceeds of sale of any resale by the Customer pursuant to Clause 7.3 shall be held in trust by the Customer for the benefit of the Supplier and placed in a separate account until accounted to the Supplier.

7.5 At any time before title to the Components passes to the Customer (whether or not any payment to the Supplier is then overdue, or the Customer is otherwise in breach of any obligation to the Supplier), the Supplier may (without prejudice to any other of its rights):

- (i) Retake possession of all or any part of the Components and enter any premises for that purpose (or authorize others to do so) which the Customer hereby authorizes;
- (ii) Require delivery up to it of all, or any part of, the Components.

7.6 The Supplier may at any time appropriate sums received from the Customer as it thinks fit, notwithstanding any purported appropriation by the Customer.

7.7 Each Clause and sub-clause of this Clause is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever unenforceable per its terms, the others shall remain in full force and effect.

#### **8.0 Warranty**

8.1 The Components will be duly certified to EASA Form 1 or if supplying a repaired Component under FAA Form 8130-3, a dual EASA Part 145 Maintenance Release Statement.

8.2 The Supplier warrants that at Delivery and upon transfer of title, it shall have good and marketable

title to the Components free and clear of any and all liens, encumbrances and security interests of any kind. The Supplier will further provide the following warranties unless otherwise specified in the Supplier's acknowledgement of Order:

(i) For any new Component which is factory new, the Supplier will provide a warranty of 12 months from the date of Delivery or the balance of any warranty given to the supplier, whichever is the greater;

(ii) For any Component, which has been overhauled, the Supplier will provide a warranty of 6 months from the date of Delivery;

(iii) For any Component, which is classified as Serviceable, the Supplier will provide a warranty of 3 months from the date of Delivery.

8.3 Except as provided above, all Components are Delivered and sold in "**AS-IS, WHERE-IS**" condition without any statutory or implied warranties of any kind (all of which are hereby disclaimed as further described in clause 8.10). If any of the Components do not conform to the warranty in Clause 8.2, the Supplier will, at Supplier's sole election, either repair or replace such Components (or the defective part thereof).

8.4 The Customer will inspect the Components and may reject any that do not comply with Condition 8.2 and must inform the Supplier of any claim or rejection within 10 calendar days after Delivery. If no notice of rejection or claim is received in accordance with this Condition 8.4, the Customer will be deemed to have accepted the Components.

8.5 The warranty in clause 8.2 is subject to the following conditions:

(i) That the Components have been stored, maintained, installed, operated and used in

accordance with the CMM and not subject to neglect or wilful damage; and

(ii) That the Component, or the aircraft it was fitted to, has not been subject to any misuse or abuse nor have they been involved in any Incident.

8.6 The Supplier shall not be responsible for costs of fit or removal from an aircraft or engine.

8.7 Title to the Components or any parts thereof which are returned to the Supplier by the Customer and which the Supplier subsequently replaces pursuant to the terms of this warranty shall revert in the Supplier.

8.8 The Suppliers obligations under this warranty shall not apply:

(i) If the Customer has failed to make payment in accordance with Condition; or

(ii) If any defect arises from fair wear and tear, wilful damage or abnormal working conditions;

8.9 A claim by the Customer in respect of any defect in the Components or in respect of any delay in Delivery shall not entitle the Customer to cancel or refuse such Delivery or payment for such Components.

8.10 The provisions of this warranty represent the entire liability of the Supplier, its officers, employees and agents with respect to any matter arising out of or in connection with the quality or condition of the Components, or any part thereof. All other warranties, guarantees, terms, conditions, representations or liabilities (whether for direct, indirect or consequential loss or damage or otherwise) as to quality, description, standard of workmanship, condition, merchantability, fitness for purpose or otherwise (whether express or

implied by statute or common law) are hereby excluded to the fullest extent permissible at law.

### **9.0 Limitation of Liability**

9.1 The Supplier shall not be liable to the Customer whether in contract or in tort (including, but not limited to, negligence) or for breach of statutory obligation or otherwise for any:

- (i) loss of profits (direct or indirect);
- (ii) business interruption;
- (iii) loss of sales, loss of use;
- (iv) loss of opportunity;
- (v) loss of goodwill; and
- (vi) loss of turnover

whether arising directly or indirectly out of, or in consequence of, any act, default or omission of the Supplier, and the Supplier shall not in any circumstances be liable for any losses, actions, claims, proceedings, judgments, damages or compensation. Obligations, injuries, costs and expenses or other liabilities, whether direct or consequential, together with any other remedy which would otherwise be available in law to The Customer are hereby excluded except to the extent that law prohibits any such exclusion.

9.2 The Supplier's total liability in contract, tort (including, but not limited to, negligence), misrepresentation or otherwise shall be limited to the value of the Component.

### **10.0 Indemnity**

10.1 The Customer will on demand defend, indemnify, save and hold each of the Supplier, its affiliates and financiers and all of their respective shareholders, officers, directors, members, managers, employees, agents, representatives, contractors and servants (each a "**Supplier Indemnitee**") harmless, in full and on demand against any and all losses, liabilities, actions, claims,

proceedings, actions, judgments, fines, penalties, damages, compensation, obligations, costs, and expenses (including attorneys' fees and legal costs and expenses) of any kind or nature (collectively, "**Claims**") arising from or related to:

Any claim for personal injury or death to any person or loss or damage to any property which are directly or indirectly occasioned by the ownership, use, operation, processing, storage, handling possession, maintenance, repair, installation, removal, export, import, transport, delivery or resale of any Component by Customer or others from and after Delivery and regardless of whether such Claims arise from the negligent acts or omissions of any Seller Indemnitee.

10.2 This indemnity shall continue in force notwithstanding termination for whatever reason of the Contract.

### **11.0 Termination**

11.1 If the Customer becomes aware of any of the events listed in Clause 11.2 or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer and all outstanding sums in respect of Components delivered to the Customer shall become immediately due.

11.2 If the Customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall

pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of solvent amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer or if the Customer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding-up order or if the Customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Customer shall, in the opinion of the Supplier, become impaired or if the Customer shall commit any breach of any part of the Contract or these Terms and Conditions and the Supplier may terminate the Contract immediately whether in whole or in part.

11.3 In addition to any right of lien to which the Supplier may be entitled the Supplier shall in the event of the Customer's insolvency or bankruptcy be entitled to a general lien on all items of or attributable to the Customer in the Supplier's possession (notwithstanding that such items or any of them may have been paid for) for the unpaid price of any Components or other items sold and delivered to the Customer by the Supplier under any other contract.

11.4 Notwithstanding any provision in these Terms and Conditions the Customer shall not have the right to set off any claims it might have against the Supplier against any sums otherwise due to the Supplier.

11.5 Upon termination of the Contract for whatever reason, the Supplier shall be entitled to set off any claim it might have against the Customer against any sums or otherwise due to the Customer.

11.6 Termination of the Contract shall not affect the accrued rights of the Supplier nor the Supplier's other rights and remedies.

#### **12.0 Licenses**

12.1 The obtaining of any license or consent for the export of the Components from shipment location to delivery shall be the responsibility of the Customer.

12.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Components into the country of destination and for the payment of any duties thereon.

#### **13.0 Waiver**

Any failure delay or indulgence on the part of the Supplier in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder, and shall be without prejudice to the legal rights of the Supplier and the obligations of the Customer shall continue in full force and effect.

#### **14.0 Force Majeure**

14.1 A Force Majeure Event means the occurrence of:

- (a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
- (b) ionising radiations, or contamination by radioactivity from nuclear fuel, or from any nuclear waste from combustion of nuclear fuel, radioactive toxic explosive or any other hazardous properties of any

nuclear assembly or nuclear component thereof;

- (c) pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;
- (d) a strike or strikes or their industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to unreasonable action or inaction on the part of the Supplier or any of its Subcontractors or Suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (e) tempest, earthquake, or any other natural disaster of overwhelming proportions;
- (f) discontinuation of electricity supply, not covered by the agreement concluded with utility provider; or
- (g) other foreseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, which in each case directly causes either party to be unable to comply with all or a material part of its obligations to this contract.

14.2 Neither Party shall be in breach of its obligations under this Contract (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if any to the extent that is prevented

from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this Clause 14 shall not apply to that extent).

14.3 As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any party invoking it shall submit to the other party reasonable proof of the nature of the Force Majeure Event and of its effects upon the performance of the Party's obligations under this Agreement.

14.4 The Supplier shall, and shall procure that its Subcontractors shall, at all times take all reasonable steps within their respective powers (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the Supplier's obligations under the Contract;
- b) mitigate the effect of any Force Majeure Event; and
- c) comply with its obligations under the Contract.

The Parties shall consult together in relation to the above matters following the occurrence of a Force Majeure Event.

14.5 Should paragraph 14.2 apply as a result of a single Force Majeure Event for a continuous period of more than 120 days then the parties shall endeavour to agree any modifications to the Contract (including without limitation determination of new prices (if appropriate)) which



may be equitable having regard to the nature of the Force Majeure Event and which is consistent with the Statutory Requirements.

#### **15.0 Entire Agreement**

15.1 This Contract shall constitute the entire agreement between the Supplier and the Customer in respect of an order for any of the Components and shall supersede and exclude all prior-representations, proposals-or agreements whether oral-or in writing. Any amendment or alteration to the Contract (or these Terms and Conditions) shall not be effective unless it is in writing and signed by the Supplier and the Customer.

15.2 The Customer acknowledges that, in entering into this Contract, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

#### **16.0 Assignment of Contract**

The Supplier may assign the Contract and the rights and obligations thereunder whether in whole or in part. The Contract is personal to the Customer, who shall not without the prior written consent of the Supplier assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

#### **17.0 Sub-Contracting**

The Supplier reserves the right to sub-contract its obligations under the Contract or any part thereof.

#### **18.0 Severability**

In the event of any Clause or provision or part thereof of the Contract or these Terms and

Conditions being rendered or declared ineffective or invalid by any legislation or rule of law or by any decision of any Court of competent jurisdiction the remainder of any affected Clause or provision of the Contract and these Terms and Conditions shall remain in full force and effect.

#### **19.0 Cancellation**

The Customer shall not be entitled to cancel the Contract without the prior written consent of the Supplier.

#### **20.0 Confidentiality**

Both the subject matter and the terms and conditions of the Contract, together with any other information provided by the Supplier, shall be treated by the Customer as confidential and shall not without the Supplier's written consent be divulged to any other person.

#### **21.0 Notices**

Subject to Clause 5.1, all notices and requests required or authorized hereunder shall be given in writing either by personal delivery or recorded mail (return receipt requested) or by email and the date upon which any such notice or request is personally delivered or if such notice or request is given by registered or recorded mail, or email transmission the date upon which it is received by the addressee shall be deemed to be the effective date of such notice or request. The parties shall be addressed as per their normal business address for correspondence, or as may otherwise be notified by each party to the other, or in default thereof to their respective Registered Offices.

#### **22.0 Interpretation**



Headings are for convenience only and shall not govern the interpretation of the contract or these Terms and Conditions.

### **23.0 Third Parties**

A person who is not a party to the Contract will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Contract

### **24.0 Compliance and Business Ethics**

Customer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Contract. The Customer shall comply with all export and import laws of all countries involved in the sale of the Components under this Contract or any resale, import, export or re-export of the Components by the Customer. The Customer assumes all responsibility for shipments of Components requiring any government import/export clearance or licensing. Both Parties agree that all business activities will comply with the applicable laws contained in clause 24 whilst ensuring that the undertaking of these activities is without recourse to anti-competitive activity, bribery or money laundering or corruption or slavery or human trafficking and ensuring compliance to the United Kingdom Bribery Act and Modern Slavery Act regulations.

### **25.0 Governing Law and Jurisdiction**

25.1 These Terms and Conditions and all non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law.

25.2 The courts of England have non-exclusive jurisdiction to settle any dispute arising out of, or in

connection with, these Terms and Conditions (including a dispute regarding the existence, validity or termination of these Terms and Conditions) (a "Dispute")

25.3 The Customer agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Customer will not argue to the contrary.

25.4 Without prejudice to any other mode of service allowed under any relevant law, the Customer shall provide an agent for Service in England and Wales as its agent for service of process in relation to any proceedings before the English courts in connection with these Terms and Conditions and agrees that failure by a process agent to notify the Customer of the process will not invalidate the proceedings concerned.

### **26.0 Arbitration**

26.1 Subject to Clause 25, at the Supplier's sole election, any Dispute may be referred to and finally resolved by arbitration under the Arbitration Rules (the "Rules") of the London Court of International Arbitration.

26.2 The arbitral tribunal shall consist of one arbitrator. The seat of arbitration shall be London, England and the language of the arbitration shall be English.

26.3 Save as provided in Clause 26.4, the Parties excludes the jurisdiction of the courts under Sections 45 and 69 of the Arbitration Act 1996.

26.4 The Supplier may by notice in writing to the Customer require that all Disputes or a specific Dispute be heard by a court of law. If the Supplier gives such notice, the Dispute to which that notice refers shall be determined in accordance with Clause.

26.5 This Clause 26 is for the benefit of the Supplier only. As a result, the Supplier shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Supplier may take concurrent proceedings in any number of jurisdictions.

#### **27.0 Delivery of Hazardous goods and articles**

27.1 Supplier needs to inform Aeras Aviation of hazardous properties/chemicals (DGR, ADR, Radiation Health, Safety and Environment Hazards including up to date REACH, ODS and RoHS procedures) information is provided in all goods and articles supplied.

#### **28.0 Insurance**

So long as this Contract remains in effect and for a period of two (2) years after the Delivery of the Components to the Customer hereunder, the Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with financially sound and reputable insurers. Upon Supplier's request, Customer shall provide Supplier with a certificate of insurance from Customer's insurers evidencing the full limit of liability carried by the Customer with respect to the insurance coverage specified in this clause 28.0. The certificate of insurance shall name the Supplier Indemnitees (as such other parties as the Supplier may reasonably request) as additional insureds. The certificate of insurance shall provide the Supplier with thirty (30) days' (or seven days (7) in the event of war and allied perils) advance written notice in the event of a cancellation or material change in the Customer's insurance policy. The Customer shall further require its insurers to waive all rights of subrogation against Supplier Indemnitees.

#### **29.0 Survival**

Provisions of these Terms and Conditions which by their nature should apply beyond Delivery of the Components will remain in force after Delivery of the Components including, but not limited to, the following provisions: Insurance, Compliance and Business Ethics, Confidential Information Governing Law and Jurisdiction and Arbitration.