

GENERAL TERMS AND CONDITIONS OF SALE FOR MAINTENANCE, REPAIR AND OVERHAUL SERVICES

of **JetSupport B.V.** registered at the Chamber of Commerce Amsterdam under nr. 34179059, domiciled at Thermiekstraat 158, 1117BG Schiphol-Oost, the Netherlands and **JetSupport France SAS**, registered at the Chamber of Commerce under nr. 909 019 705, domiciled at Bruijnse Chartered Accountants & Auditors, 3 Rue Lac du Mont Cenis, Bâtiment Supernova, 73290 La Motte-Servolex, France. In these General Terms and Conditions, each of the aforementioned entities is referred to as “JS”, “JS entity”, or “JS entities” in plural.

DEFINITIONS

For the purpose of these General Terms and Conditions and Standard Conditions the following definitions shall apply (such definitions to be equally applicable to both singular and plural forms of the terms defined):

- a) **“Agreement”** shall mean the agreement entered into between Customer and JS.
- b) **“Component”** shall mean any component maintained by JS and operated by Customer.
- c) **“CPT”** shall mean Carriage Paid To (CPT) as defined in the Incoterms® 2020, issued by the International Chamber of Commerce, Paris, France.
- d) **“CRS”** shall mean the Certificate of Release to Service, consisting of a report stating the possible cause of a malfunction and any observed damage of an item, including the details of repair shop findings with regard to the malfunction, together with the “Authorized Release Certificate – Airworthiness Approval Tag”.
- e) **“Customer”** shall mean the counterparty of JS.
- f) **“Exchange Item”** shall mean a spare part of the aircraft which, in the normal course of operation, is repeatedly restored to a fully serviceable condition over a period approximating the life of the flight equipment to which it relates.
- g) **“Ex Works”** shall mean “Ex Works” as defined in the Incoterms® 2020, as published by the International Chamber of Commerce (ICC), Paris, France (hereinafter referred to

as ICC Incoterms® 2020). For the purpose of these General Terms and Conditions the place of delivery to Customer shall be any location at which JS delivers to the Customer, which may not necessarily be the domicile of the JS entity.

- h) **“General Terms and Conditions”** shall mean the general terms and conditions set forth in this document.
- i) **“Item”** shall mean Rotable items and/or Components.
- j) **“Order”** means either a Sales Order or a Work Order, as applicable. Where a provision in these General Terms and Conditions applies to both types of Orders, the term “Order” shall be used. Where a distinction between Sales Orders and Work Orders is intended, such distinction will be made explicitly.
- k) **“Overhaul”** shall mean the restoration of an Item in accordance with the procedures defined in the relevant manual issued by the manufacturer of the Item or any other competent authority.
- l) **“Parties”** shall mean the parties to the Agreement between Customer and JS.
- m) **“Quotation”** shall mean a non-binding commercial offer issued by JS to the Customer describing the estimated scope, pricing, lead times and applicable terms for certain goods and/or services. A Quote shall become binding upon written confirmation by JS and acceptance by the Customer, resulting in a Sales Order or Work Order, as applicable.

- n) **"Repair"** shall mean the restoration of a defective Item to a serviceable condition only.
- o) **"Services"** shall mean the commercial or contractual offering by JS, including the performance of Work, the provision of Reconditioning, and any related or (sub)contracted assistance requested by the Customer.
- p) **"Sales Order"** shall mean any Order issued by or on behalf of the Customer for the performance of services not requiring a CRS, including but not limited to work to be performed on an aircraft or any part thereof, which has been accepted by JS, including any amendments thereto, and which, together with these General Terms and Conditions, constitutes the Agreement.
- q) **"Work"**: shall mean any physical or technical activity performed by JS or its subcontractors in execution of the Agreement, including inspection maintenance, repair, testing, and overhaul."
- r) **"Work Order"** shall mean any Order issued by or on behalf of the Customer for the performance of services requiring a CRS, including but not limited to work to be performed on an aircraft or any part thereof, which has been accepted by JS, including any amendments thereto, and which, together with the Quotation and these General Terms and Conditions, constitutes the Agreement.

1. SCOPE OF APPLICATION

1.1. The General Terms and Conditions set out hereinafter shall apply, unless expressly agreed otherwise to all Agreements performed by JetSupport B.V. and JetSupport SAS (JS), whether executed directly or subcontracted to third parties, involving work on aircraft or parts thereof (including but not limited to services, inspections, engineering calculations, maintenance and overhaul, repairs, modifications, hangarage and handling), as well

as to all Agreements related thereto.

1.2. Each of JS's entities — namely JetSupport B.V. or JetSupport SAS, shall be deemed to enter into a separate and independent Agreement with a Customer under these General Terms and Conditions. Any commitment made by one JS entity shall be binding solely on that entity and shall not create any obligation for any affiliated or other JS entity, nor shall it be construed as a joint obligation or shared liability between JS entities.

1.3. The general terms and conditions of the Customer shall not apply, unless and only to the extent that they have been explicitly accepted in writing by JS. Even if such terms are deemed applicable, these General Terms and Conditions shall prevail in the event of any conflict.

1.4. If any of these General Terms and Conditions is held to be invalid or unenforceable, the remaining conditions shall remain in full force and effect. In such case, JS and the Customer shall consult with a view to replacing the invalid provision(s) with new provisions that reflect, as closely as possible, the purpose and intent of the original provision(s).

1.5. JS reserves the right to amend these General Terms and Conditions. Such amendments shall also apply to Agreements concluded prior to the amendment, provided that the Customer has been duly notified thereof. If the Customer does not accept the amendments, it must notify JS in writing. In that case, existing Agreements shall continue to be governed by the previous version of General Terms and Conditions, while new Agreements shall be governed by the amended version. The most recent version of the General Terms and Conditions shall be published on the website of JS, <https://jetsupport.aero/terms-and-conditions/>.

1.6. Nothing in these General Terms and Conditions, the Standard Conditions, or any Agreement to which they apply shall be deemed

to confer any rights upon any person or entity who is not a party to such Agreement.

2. OFFERS

2.1. All verbal and written offers are non-binding, unless expressly confirmed in writing by JS. Verbal statements made by JS shall not be binding unless immediately followed by a written confirmation from JS.

2.2. Any Order placed by the Customer, as well as any acceptance of a Quotation or proposal issued by JS, shall constitute an irrevocable offer to JS.

2.3. The Agreement between the Parties shall take effect either upon written confirmation by JS, or at the moment JS commences execution of the Agreement.

2.4. Cost estimates shall only be binding if submitted in writing and explicitly designated as binding.

2.5. The Customer shall be responsible for obtaining any approval and/or licenses required by the related authorities, for the performance of services, including any work to be performed, by JS or by any third party engaged by JS.

2.6. The Customer shall be responsible for obtaining any other licenses, permits or approvals required under applicable national or international laws, including those referred to in Article 2.5, and shall bear all associated costs. This includes, without limitation, any customs, import, export, transfer or transit authorisations required for the shipment, use or re-export of Items, services, technical data or documentation, whether within or outside the European Union.

2.7. The Customer shall be solely responsible for ensuring and maintaining the airworthiness of the aircraft, in accordance with the applicable requirements of the relevant aviation authorities. JS shall not be deemed responsible for the

continuing airworthiness of the aircraft, unless explicitly agreed otherwise in writing.

3. SCOPE OF ORDER

3.1. JS shall perform its services and obligations under the Agreement to the best of its abilities and knowledge, and in accordance with the standards of best practice.

3.2. Each Order shall be deemed to constitute authorization for JS, without the need for specific approval from the Customer, to carry out or have carried out all work necessary for testing the object to which the Order refers, with the exception of test flights.

3.3. If the Order includes the performance of scheduled or unscheduled maintenance, testing or modification work, it shall always cover all work and testing deemed necessary by JS's responsible inspector to maintain or restore the airworthiness of the aircraft.

3.4. JS shall be entitled to engage subcontractors for the performance of the Services under the Agreement. JS shall remain responsible for the proper performance of such subcontracted Services as if they were performed by JS itself, unless explicitly agreed otherwise in writing.

3.5. Where JS, with the Customer's prior consent or request, engages or refers independent third-party contractors for specific services or supplies not directly performed under JS's supervision, such contractors shall act under their own responsibility. JS shall not be liable for the performance of such third parties, except in cases of gross negligence in their selection. Any claims relating to such third-party services shall be addressed directly to the relevant provider.

4. ORDERING PROCEDURE

4.1. Upon Customer's request, JS shall provide price and schedule Quotation for the services to

be performed, including any work to be performed, as may be required. Such quotations shall remain valid and binding for a period of 30 (thirty) days from the date of issue, unless otherwise stipulated in the relevant Quotation.

4.2. JS shall perform the agreed services — including any work to be performed — only on the basis of a written Order placed by Customer and confirmed in writing by JS.

4.3. These General Terms and Conditions shall exclusively govern all quotations, proposals, Order confirmations, and Agreements entered into by JS in respect of the services to be performed, including any work to be performed, by JS or its authorized (sub)contractors. Any terms or conditions referenced in purchase Orders, correspondence, or other documentation issued by the Customer are hereby expressly excluded, unless explicitly accepted in writing by JS.

4.4. In the event of any inconsistency between the provisions of these General Terms and Conditions and any other contractual document — including but not limited to quotations, Order confirmations, purchase Orders, or other written correspondence — the provisions of these General Terms and Conditions shall prevail, unless explicitly agreed otherwise in writing by JS.

5. ADJUSTMENT OF THE AGREEMENT

5.1. If, during the performance of the services under the Agreement, it becomes necessary to amend or supplement the Agreement, the Parties shall consult with each other in a timely manner and adjust the Agreement accordingly.

5.2. If the Parties agree to amend or supplement the Agreement, JS shall be entitled to adjust the price, the manner of execution, and the schedule for the performance of the services accordingly. This Article shall apply without any prejudice to any other rights of JS. See also Article 6.6 regarding additional charges.

5.3. If the amendment of the Agreement has financial or qualitative consequences for the services to be performed, including any work to be performed, JS shall inform Customer accordingly.

5.4. By way of derogation from the foregoing Articles, JS shall not charge any additional costs if the amendment of the Agreement is the result of circumstances attributable to JS.

5.5. Any obligations which by their nature are intended to survive the termination or expiry of the Agreement, including but not limited to confidentiality, liability and indemnity obligations, shall remain in full force and effect

6. PRICES

6.1. Prices agreed under the Agreement shall apply exclusively to the work and supplies explicitly agreed upon in writing. Any work not provided for in the Agreement or the relevant Order confirmation shall be charged separately at JS's standard rates applicable on the date of confirmation.

6.2. If no fixed price has been agreed upon, JS shall apply its prevailing rates for the type of work involved.

6.3. All prices are net Ex Works, regardless of where the work is performed. Increases in (sub)contractor pricing, fluctuation of foreign exchange rates, import duties, taxes, or any other charges increasing JS's cost price shall be borne by the Customer.

6.4. All prices are exclusive of VAT, custom duties, and other government-imposed levies.

6.5. Unless otherwise agreed in writing, JS shall be entitled to adjust the price if, between the time the offer was submitted and the time of execution of the Agreement, changes have occurred in, for example, (sub)contractor prices, exchange rates, wages, raw materials, semi-

finished products, import duties, taxes or applicable laws and regulations. The revised prices shall be determined fairly by JS. Revised prices as determined by JS shall not entitle the Customer to dissolve or terminate the Agreement.

6.6. JS shall be entitled to make a reasonable additional charge at any time for unforeseen services, including but not limited to additional work, special tasks or non-routine activities requiring exceptional time or effort.

7. DURATION AND TERMINATION OF THE AGREEMENT

7.1. If the Agreement has been entered into for an indefinite period, either Party may terminate it by giving two (2) months' written notice. Notice of termination must be given by registered letter or by e-mail.

7.2. In deviation from Article 7.1 and in addition to any applicable statutory provisions and the relevant provisions of these General Terms and Conditions, JS shall be entitled to terminate the Agreement in whole or in part, or to suspend its performance with immediate effect, without prior notice of default, judicial intervention or out-of-court debt collection measures, by means of written notice and without liability for damages, without any obligation under a warranty or guarantee, and without prejudice to any of its rights at law or otherwise, in the following or similar circumstances:

- a) if, circumstances come to JS attention that reasonably justify the fear that the Customer will not fulfil its obligations;
- b) if the Customer fails to comply with a request from JS to provide adequate security for its obligations as referred to in Article 7;
- c) if any of the Customer's assets are attached or frozen, or if the Customer applies for suspension of payments;

d) if the Customer is declared bankrupt or granted (temporary) suspension of payments, or if a petition is filed to that effect;

e) if the Customer goes into liquidation, is dissolved or ceases its operations;

f) if the Customer is otherwise in default in respect of any of its obligations under the Agreement and/or these General Terms and Conditions;

g) if the Customer fails to provide sufficient security as requested at the time of entering into the Agreement;

h) if any representation or warranty made by the Customer in any Agreement, certificate or other document proves to be materially incorrect.

7.3. JS shall be entitled to terminate any Agreement with the Customer if the Customer fails to fulfil its obligations as described in Articles 2.5, 2.6, or 2.7. JS may exercise this right by giving written notice with immediate effect as soon as it becomes aware of the non-compliance.

7.4. Furthermore, JS shall be entitled to terminate the Agreement if circumstances arise of such a nature that performance of the Agreement becomes impossible or can no longer reasonably be expected according to standards of fairness and equity, or if circumstances arose that would make the continuation of the Agreement without modification unreasonable.

7.5. Upon termination of the Agreement, all claims from JS against the Customer shall become immediately due and payable. If JS elects to suspend its obligations rather than terminate the Agreement, it shall retain all rights under the Agreement and under applicable law.

7.6. In the event of termination or suspension of the Agreement pursuant to Articles 7.3 through 7.5, JS shall retain the right to claim damages from the Customer, including but not limited to compensation for loss of profit.

7.7. The failure of JS to enforce at any time any of the provisions of the Agreement or these General Terms and Conditions, or to exercise any right or remedy provided therein, or to require performance by the Customer of any such provision, shall not be construed as a present or future waiver of such provision, nor shall it affect the validity of the Agreement, these General Term and Conditions, or any part thereof, or JS's right thereafter to enforce each and every such provision, unless expressly agreed otherwise in writing.

8. TERMS OF PAYMENT

8.1. Payment shall be made within the term stated on the invoice or as specified in the Agreement, in the manner and currency indicated by JS. If no term of payment is specified, payment shall be due within fourteen (14) days from the date of the invoice.

8.2. JS shall be entitled at any time to require full or partial advance payment or payment upon Order fulfilment. Such advance payment may be replaced by a bank guarantee issued by a financial institution approved by JS. If the advance payment is not made on time, or if a requested bank guarantee is not issued in time, JS shall be entitled to cancel the Agreement and, if applicable, to cease any work already commenced. In such cases, the Customer shall be liable to pay the costs incurred, regardless of the value of such work to the Customer.

8.3. If JS does not exercise its right to demand advance payment, the payment terms set out on the acceptance form and/or invoice —each of which shall form an integral part of these General Terms and Conditions— shall apply. Payment shall remain due on the specified dates, even in the event of a delay in delivery at the Customer's request. The Customer shall not be entitled under any circumstances to withhold payment or set off any (alleged) claims, whether its own or those from third parties, against amounts due.

8.4. Complaints regarding invoices must be submitted in writing within ten (10) days of the receipt of invoice. Complaints may also be submitted via e-mail. If no complaint is received within that period, the invoice shall be deemed accepted. Complaints and/or comments shall not suspend the Customer's obligation to pay the full undisputed amount. Upon resolution of any dispute, payment shall be made in accordance with the terms of this Article.

8.5. Payments shall be made in full and without any deduction, set-off or withholding, using any of the payment methods accepted by JS, which may include credit card, pay-by-link, or wire transfer. JS does not accept cash payments. A payment shall not be deemed effected until the amount has been credited to JS's account and is at JS's free disposal.

8.6. If a duly submitted invoice is not paid within fourteen (14) days from the invoice date, the Customer will automatically be in legal default. The same shall apply to any unpaid balance in the event JS provided budgetary price quotations and the final costs exceed the quoted price. JS shall be entitled to interest at a rate of 1 % per month, unless the statutory interest pursuant to Article 6:119a of the Dutch Civil Code is higher, in which case the statutory interest shall apply. Interest shall accrue from the date the Customer is in default until full payment of the outstanding amount has been made. No formal notice of default shall be required to claim contractual interest.

8.7. In the event of (intended) liquidation, (the filing for) bankruptcy or any other form of insolvency of the Customer; in the event of circumstances as referred to in Article 7.2; or if a substantial part of Customer's assets has been attached and such attachment is not lifted within a reasonable period, all claims of JS shall become immediately due and payable, and the Customer shall be deemed to be in default.

8.8. Any payments made by the Customer in respect of invoices shall first be applied to any costs, interest and expenses due, including legal fees and out-of-court debt collection (if any), and subsequently to the oldest outstanding undisputed invoice for Services rendered, irrespective of any payment allocation instructions from the Customer indicating otherwise.

8.9. The agreed fees and any additional expenses, freight charges, duties, and other amounts related to the Agreement and/or these General Terms and Conditions shall remain payable, even if loss or damage occurs during the performance of Services, including the execution of any Work performed under the Agreement.

8.10. JS reserves the right of property ownership of all components and spare parts installed by JS, until full payment of all relevant invoices has been received by JS.

8.11. If, during the performance of the Agreement, any parts (excluding exchange parts) are declared unserviceable or are rejected, and the Customer or owner fails to collect or claim such parts within fourteen (14) days after written notification by JS, such parts shall be deemed irrevocably relinquished. Title to the parts shall then transfer to JS without further notice. JS shall thereafter acquire full ownership and may deal with the parts entirely at its sole discretion and without any obligation or liability towards the Customer or owner. This clause shall not apply to exchange parts.

8.12. If, during the performance of the work or upon inspection of any part or component, JS determines that the condition of such part or component exceeds what may reasonably be expected due to normal wear and tear, JS shall be entitled to charge the Customer for any additional work and costs required to complete the work. JS shall notify the Customer of such

findings and provide an estimate of the additional costs as soon as reasonably practicable. The same shall apply where such condition is discovered after completion of the work, including during or as a result of any subsequent inspection by a third party, provided that the condition existed at the time of performance and was not reasonably detectable by JS at that time.

9. STANDARD OF PERFORMANCE

9.1. JS is approved by the Civil Aviation Authority of the Netherlands ILT (Inspectie Leefomgeving en Transport) as an EASA Part-145 Maintenance Organization under Approval Certificate No. NL.145.1135, authorizing JetSupport to perform maintenance on aircraft components for civil aviation purposes.

9.2. JS is approved by the U.S. Federal Aviation Administration (FAA) as a Repair Station under Air Agency Certificate No. R31Y242Y, authorizing JetSupport to perform maintenance on aircraft components for civil aviation purposes.

9.3. Unless otherwise agreed between Customer and JS, the work shall be carried out in accordance with the applicable manufacturer's overhaul manuals, relevant publications and other supporting documentation, as well as JS's established standards and practices.

9.4. JS shall take Customer's special request into account, to the extent reasonably practicable.

9.5. When approved parts are available, those may be used as substitutes for original parts.

10. PERFORMANCE DEADLINES

10.1. No deadlines shall apply unless expressly confirmed in writing by JS. Any agreed completion or delivery deadlines shall lapse if the Customer fails to fulfil any of its contractual obligations, including but not limited to the timely

delivery or handover of the object of Order (such as keys, aircraft documents, etc.), the resolution of technical matters, or the payment of any advance sums requested by JS. In such cases, JS shall be entitled to determine new reasonable deadlines at its sole discretion. The same applies in the event of force majeure or other unforeseeable circumstances, including but not limited to shortages of spare parts, operational disruptions, strikes, lockouts, and similar events.

10.2. If JS fails to comply with a binding deadline, the Customer shall not unreasonably withhold consent to a request for an extension. If the extended deadline is also not met, Customer shall be entitled to cancel the Order or terminate the Agreement by written notice, provided that full compensation is paid for all work already performed by JS up to that point. The Customer shall only be entitled to claim damages if the delay results from JS's willful misconduct or gross negligence.

11. EXCHANGE AND LOANED PARTS

11.1. If the Customer receives parts on exchange basis, it shall return the core parts to JS within fourteen (14) days after receipt of the exchange part, unless otherwise agreed in the applicable exchange agreement. If the core parts are not returned within this fourteen (14) days, or other agreed period, a surcharge of 500 euro shall apply. A one-time extension of ten (10) calendar days may then be granted. If the off-core parts are still not returned after this extension period, JS shall be entitled to invoice the Customer for the full replacement value of the exchange part.

11.2. Core exchange parts that are returned without a data plate or that have been involved in an incident shall be deemed unacceptable. In such cases, the Customer shall be invoiced in full for the exchanged part, and the exchange fee shall remain payable. Core exchange parts that are returned with incomplete or missing documentation shall be treated as overdue cores and shall likewise be invoiced in full. In both

cases, the core exchange parts shall be returned to the Customer "freight collect" in accordance with the applicable ICC Incoterms® 2020.

11.3. The cost of exchange shall be determined in advance by JS or, where applicable, by the original supplier. If the cost of repairing the returned core part exceeds the pre-agreed exchange cost, the Customer shall be informed accordingly and shall be charged the difference by way of a supplementary invoice. If the repair lead-time exceeds ninety (90) days, the transaction shall be deemed an outright sale based on the list price of the part in full, which amount shall be payable by the Customer.

11.4. In the event the core exchange part is deemed unacceptable by JS, or is considered beyond economical repair, the Customer shall be charged the full outright sales price of the exchanged part, in addition to the original exchange fee. In addition, the Customer shall be liable for any applicable late return penalties (pro-rated at five hundred (500) euros per ten (10) day extension), as well as transportation costs, duty, and evaluation fees of two hundred fifty (250) euros.

11.5. If, for any reason whatsoever, the Customer wishes to return a part previously supplied by JS under an exchange arrangement without having used it, prior written authorization from JS is required. Such return shall only be accepted subject to a restocking fee and a recertification charge of fifteen percent 15% of the part's current full list price, unless a different percentage is specified in the applicable exchange Agreement.

11.6. In the case of an exchange of a life limited part (LLP), if the core part — or any subassembly of the part — has greater remaining life than the exchange part, the Customer shall pay additional charges as set out below:

11.6.1. Where the life of the LLP (or any subassembly thereof) is defined in calendar

years from the date of manufacture (DOM), the additional charge shall be calculated as one-fifteenth (1/15) —or such other fraction as specified in the applicable exchange Agreement— of the full outright sales price for each additional year or part thereof by which the remaining life of the core part exceeds that of the exchange part.

11.6.2. Where the life of the LLP (or any subassembly thereof) is defined in aircraft flight hours or flight cycles, the additional charge shall be calculated as the pro-rated difference in remaining life between the core part and the exchange part, multiplied by the outright life.

11.7. All parts provided on a loan basis shall be returned in serviceable condition. If such is not the case, the Customer shall be charged for the cost of repair, or —if repair is not economically viable — for the full replacement cost of the loaned parts.

12. ACCEPTANCE BY THE CUSTOMER

12.1. The Customer, or its representative, shall be deemed to have accepted the subject of Order upon taking delivery thereof. Delivery shall be effected at the location where the work is performed. JS shall have no obligation to verify the authorization of the person taking delivery.

12.2. Shipment of the subject of Order to the Customer — including any temporary storage of en route or at destination— shall be entirely at the Customer's risk and expense.

12.3. Unless otherwise requested in writing in a timely manner before shipment, all goods shall be shipped uninsured to the Customer. The Customer shall not be entitled to make any claim against JS for damage to, or loss of, the goods during transportation.

12.4. The Customer shall be deemed to be in default if it fails to take delivery of the subject of the Order within three (3) days after being notified of the completion of the work. Upon

expiry of this period JS shall be entitled to invoice customary storage charges. In addition, JS shall have the right to store the subject of Order outside its hangars, workshops, or tarmac areas at Customer's risk and expense.

13. RIGHT OF LIEN

13.1. In respect of all claims — whether due or not — arising from contractual relations with its Customers, JS shall, in addition to any right of retention or other security right granted under applicable law, have a contractual right of lien over any goods, components or parts belonging to the Customer and held by JS, regardless of the Customer's ownership rights. JS shall be entitled to exercise this right of lien to secure any of its claims against the Customer, including claims resulting from earlier transactions with that Customer.

13.2. In the event of default by the Customer, JS shall be entitled to retain any goods, components or parts in its possession as security for outstanding claims for payment. If the Customer fails to settle the outstanding debt within a reasonable period following written notice, JS shall be entitled, subject to the applicable mandatory law of the country in which the goods are held, to sell such retained items. Title to the items shall transfer to JS only if and to the extent permitted by the applicable law. JS shall not be liable for any loss or damage resulting from such retention or disposal, to the extent permitted by law.

14. WARRANTY

14.1. JS shall issue a warranty guaranteeing the proper execution of work paid for and the flawless condition of newly installed parts. Only new parts found to have material or manufacturing defects shall be eligible for replacement. Shipping costs for parts covered by the warranty shall be borne by the Customer.

14.2. The warranty shall be strictly limited to the repair or replacement, at JS's discretion, of faulty

workmanship or defective parts, up to an amount not exceeding the total value of the relevant invoice. The warranty shall not extend to any further liability, unless such liability arises under the mandatory law of the country in which the Services were performed.

14.3. The warranty shall be valid for a maximum period of forty-five (45) days from the date of JS's advice of airworthiness certification, and in any event no longer than seventy-five (75) flying hours. Warranty claims relating to the quality of the work performed or the parts installed shall only be considered if submitted in writing at the time of acceptance or —in case of defects not immediately apparent — immediately upon their discovery and within the applicable warranty period.

14.4. Warranty claims shall not be admissible if the respective damage results from gross negligence on the part of the Customer, or from the Customer's violation of operating instructions, maintenance regulations, or other operational errors by the Customer. In addition, no claims under warranty shall be admissible if the Customer performs or engages third parties to perform work to repair deficiencies without obtaining JS's prior written approval. No warranty claims shall be considered for as long as the Customer is in default of payment.

14.5. No warranty claims shall be considered for used parts or makeshift repairs installed or performed at request of the Customer, nor for any parts, components or materials supplied by the Customer, regardless of JS's installation or handling.

14.6. In case of work performed by third parties or installation of parts procured from third parties, JS's warranty shall be strictly limited to the extent to which JS is entitled to claims on third parties and can successfully enforce such claims.

14.7. The warranty provided in this Article 14, and the obligations and liabilities of JS thereunder, constitute the Customer's sole and exclusive contractual remedy for defects in workmanship or parts supplied by JS. Any other warranties, guarantees, or liabilities — whether express or implied, statutory or contractual — are excluded to the extent permitted by applicable mandatory law. This shall not affect the Customer's rights under any provisions of mandatory law or in cases of gross negligence or willful misconduct by JS. This warranty may not be extended, amended or varied except by a written instrument signed by both JS and the Customer.

14.8. This warranty shall not give rise to any entitlement to compensation for indirect or consequential damages, including but not limited to loss of use, revenue or profit, except where such compensation cannot be excluded under applicable mandatory law.

15. COSTS OF DEBT COLLECTION

15.1. If the Customer is in default or otherwise breaches any of its obligations, the Customer shall reimburse all reasonable extrajudicial collection costs. In the event of default in payment of any amount when due, the Customer shall be liable for a contractual penalty equal to fifteen percent (15%) of the amount due, subject to a minimum of five hundred (500) euros.

15.2. If JS has made higher costs than were reasonably necessary, Customer must also reimburse those.

15.3. Statutory interest shall accrue on the debt collection costs payable by the Customer.

16. SECURITY

16.1. At JS's request, the Customer shall immediately provide sufficient security for all amounts payable to JS under the Agreement, whether presently due or arising in the future. Such security may include an advance payment,

a deposit, or – where expressly required – a bank guarantee under terms acceptable to JS.

16.2. The Customer shall be liable for all extrajudicial expenses—including, without limitation, extrajudicial collection costs and legal services fees—solely by virtue of being in default, without the need for any prior notice of default.

17. LIABILITY AND INSURANCE

17.1. All services and related activities shall be carried out at the Customer's sole expense and risk, including but not limited to any liability for loss, damage, or delay, unless caused by the gross negligence or wilful misconduct of JS.

17.2. JS's liability shall in all cases be limited to direct damages only and shall not exceed the quoted value amount invoiced for the specific services and related activities from which the damage resulted, excluding VAT, customs duties and other government levies. If the amount paid out by JS's insurer in connection with the damage is lower than the invoice value, liability shall be limited to the amount paid out by the insurer.

17.3. For the purposes of these General Terms and Conditions, "direct damages" shall exclusively mean:

- a) reasonable costs incurred to assess the cause and amount of the damages, insofar as such assessment relates to damages as defined in this Article;
- b) reasonable costs incurred to bring JS's performance into conformity with the Agreement, unless the non-conformity is not attributable to JS;
- c) reasonable costs incurred to prevent or limit damage, provided that the Customer demonstrates that such costs have resulted in the prevention or limitation of direct damages as defined above.

17.4. JS shall not be liable for any indirect damages, including but not limited to consequential or intangible damages, loss of turnover and profits, opportunity costs, devaluation of assets, or damages resulting from business interruption or stagnation of the Customer's operations.

17.5. In the event JS receives claims from third parties alleging damages arising out of or in connection with the work performed, Customer shall indemnify and hold JS harmless against any such claims, including all associated costs and expenses.

17.6. The limitation period for any claim by the Customer shall be thirty (30) days from the date on which the event giving rise to the claim was discovered or reasonably should have been discovered.

17.7.

17.7.1. If the Customer discovers or reasonably should have discovered any defect or damage in the services or deliverables, the Customer shall notify JS thereof in writing without undue delay, specifying the nature and extent of the issue.

17.7.2. JS shall be granted a period of thirty (30) days from receipt of such notice, or a longer reasonable period if the defect or damage cannot be remedied within thirty (30) days, to investigate and remedy the issue at its discretion.

17.7.3. The Customer shall not initiate any remediation measures, engage third parties for repair, or pursue legal remedies until JS has been given the opportunity to remedy the defect or damage within the aforementioned period.

17.7.4. If JS fails to remedy the defect or damage within the specified period, the Customer may then seek further remedies in accordance with these terms and applicable law.

17.8. JS shall not be liable for the loss of, or damage to, any valuable items left in the aircraft, unless such loss or damage results from JS's wilful misconduct or gross negligence. The Customer is advised to remove all valuable goods from the aircraft prior to any work being performed.

17.9. JS shall not be obliged to insure the goods or equipment entrusted to it under any Order. The Customer shall be solely responsible for arranging adequate insurance coverage for such items.

18. FORCE MAJEURE

18.1. Neither party shall be liable for any failure to perform its obligations under the Agreement if such failure is the result of force majeure.

18.2. Force majeure shall include any event or circumstance, whether foreseeable or not, beyond JS's reasonable control, which prevents JS from fulfilling its obligations under the Agreement. This includes, without limitation:

- a) decisions or Orders by competent authorities affecting the use, movement or availability of components, materials or equipment;
- b) war, acts of war (declared or undeclared), armed conflict, mobilisation, insurrection, civil war, riots or civil unrest;
- c) adverse weather conditions affecting aviation or access to facilities;
- d) fire, explosions, or serious accidents at JS's premises or those of its suppliers;
- e) natural disasters such as floods, earthquakes, storms, or volcanic eruptions;
- f) epidemics, pandemics, quarantine restrictions or other public health measures;
- g) government acts, statutes, regulations, allocation Orders or priority measures affecting resources, labour or materials;
- h) allocation or requisitioning of facilities or personnel for military or emergency use by Order of any competent government or authority;
- i) failure of, or delays in, transportation or communication networks;

- j) cyberattacks, IT failures or power outages not attributable to JS;
- k) inability, despite timely and diligent efforts, to procure necessary materials, accessories, equipment or parts;
- l) strikes, lockouts, labour disputes, slowdowns or other industrial actions, whether within JS's organisation or that of its suppliers;
- m) preventive or emergency measures reasonably taken to avoid or mitigate damage to facilities, goods or persons;
- n) or any other event or circumstance that, according to applicable law or general legal principles cannot reasonably be attributed to JS.

18.3. JS may invoke force majeure even if the circumstance preventing the (further) execution of its obligations under the Agreement arises after the time at which JS should have fulfilled those obligations.

18.4. The parties shall be entitled to suspend performance of their obligations under the Agreement for the duration of the force majeure event. If the force majeure situation continues for more than two (2) months, either party may terminate the Agreement by written notice, without any liability for damages to the other party.

18.5. If and to the extent that JS has already partially fulfilled its obligations at the time the force majeure event arises, or is still able to do so, and the part performed has independent value to the Customer, JS shall be entitled to invoice for the part of the Agreement performed. The Customer shall pay such invoice as if it were issued under a separate Agreement.

19. CONFIDENTIALITY

19.1. Both parties shall treat as confidential and shall not disclose to any third party any confidential information received in connection with the performance of the Agreement, except with the prior written consent of the other party.

19.2. For the purposes of this Article, “confidential information” means any information, in whatever form, disclosed by one party to the other that is marked as confidential, or which by its nature or context should reasonably be understood to be confidential.

19.3. The confidentiality obligations set out in this Article shall not apply to information that:

- a) was already lawfully known to the receiving party at the time of disclosure without restriction;
- b) becomes publicly available other than through a breach of this Agreement;
- c) is lawfully disclosed to the receiving party by a third party not under a confidentiality obligation;
- d) is independently developed by the receiving party without use of or reference to the confidential information; or
- e) must be disclosed pursuant to a statutory obligation, court Order or request of a competent regulatory authority, provided that, where legally permissible, the disclosing party is informed prior to such disclosure.

19.4. The obligations under Article 19 shall survive the termination or expiry of the Agreement for a period of 5 years.

20. COMPLIANCE

20.1. Neither party shall be required to perform any of its obligations under this Agreement to the extent that such performance would result in a violation of, or exposure to any sanction, prohibition or restriction under:

- a) resolutions of the United Nations Security Council;
- b) applicable trade or economic sanctions, export control laws or anti-bribery laws of the European Union, the United Kingdom, the United States of America, or any other jurisdiction applicable to that party;

For the purposes of this Article, such laws and regulations include, without limitation, the U.S. International Traffic in Arms Regulations (ITAR), the U.S. Export Administration Regulations (EAR), U.S. sanctions regulations as implemented and enforced by the Office of Foreign Assets Control (OFAC), as well as other comparable export control regimes applicable to either party.

20.2. The parties agree that they shall at all times comply with all applicable sanctions, prohibitions, restrictions, laws and regulations as referred to in Section 20.1 The Customer further warrants and undertakes not to re-export goods, services, technical data or related information in violation of the applicable laws and regulations of the United States of America.

20.3. The Customer agrees to cooperate with JS by providing, upon request, any information necessary to ensure JS's compliance with applicable laws and regulations, including but not limited to U.S. export control and sanction laws, in connection with the performance of any work, the supply of goods, or the transfer of technical data and/or other information under these General Terms and Conditions or any related Order or Agreement. The Customer shall indemnify and hold JS harmless from any loss, liability, or penalty resulting from the Customer's failure to do so.

20.4. The Customer represents and warrants that, at any time prior to or during the performance of any Order or Agreement, none of the following parties:

- the registered, contractual, or beneficial owners of the relevant aircraft;
 - the operator(s) of the aircraft;
 - any person or entity owning or controlling, or acting on behalf of, any of the foregoing;
- a) is organized, established, domiciled or resident in a country or territory that is subject to comprehensive trade or economic sanctions, embargoes or other restrictive

measures imposed by any competent authority referred to in Section 20.1.

- b) is subject to any sanctions, prohibitions or restrictions as referred to in Section 20.1, including without limitation those imposed by the European Union relating to asset freezes, sectoral sanctions, or restrictions on the receipt of goods or technology;
- c) is subject to sanctions, prohibitions or restrictions imposed by the government of the United States of America.

20.5. Each party shall promptly notify the other if it is or becomes unable to comply with any of the obligations set out in this Article 20.

21. PRIVACY AND PROCESSING OF PERSONAL DATA

21.1. JS processes personal data in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and all applicable Dutch implementing legislation.

21.2. A separate privacy statement applies to all Agreements and forms part of the contractual relationship between JS and the Customer. The most recent version of this privacy statement is always provided to the Customer together with the Agreement and is also available on the website of JS, <https://jetsupport.aero/privacy-statement>.

21.3. The Customer is deemed to have taken note of and agreed to the contents of the applicable privacy statement upon entering into the Agreement.

22. APPLICABLE LAW AND JURISDICTION

22.1. These General Terms and Conditions, and all Agreements between JS and Customer, shall be governed and construed in accordance with the laws of The Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

22.2. Any dispute arising out of or in connection with these General Terms and Conditions, or any related Agreement, shall be submitted to the exclusive jurisdiction of the District Court of Noord-Holland, location Haarlem, the Netherlands, unless mandatory law provides otherwise.

23. FINAL PROVISIONS

23.1. The Customer shall not assign or transfer any rights or obligations under these General Terms and Conditions or the Agreement to any third party without the prior written consent of JetSupport.

23.2. Any obligations which by their nature are intended to survive the termination or expiry of the Agreement, including but not limited to confidentiality, liability and indemnity obligations, shall remain in full force and effect.

FOR ACCEPTANCE Page 1 - 14

Date:

Name:

Signature & Stamp: