

GAMA AVIATION
GENERAL TERMS AND CONDITIONS OF BUSINESS FOR MAINTENANCE, REPAIR AND
OVERHAUL (MRO) SERVICES
(December 2019 Edition v1) (the “General Conditions”)

Where a Gama Aviation Plc group entity (referred to in these General Conditions as “**Gama Aviation**”) has issued an engineering services estimate and/or formal proposal (either of which, as applicable, is referred to herein as the “**Proposal**”) at the Customer’s request setting out a description of proposed maintenance, repair and/or overhaul services and/or ancillary services, the Proposal is issued on the basis that it expressly incorporates the version of these General Conditions current at the date of issue of the Proposal.

1. DEFINITIONS; SCOPE OF APPLICATION; CONTRACT FORMATION

- 1.1 Except for the two terms defined above, the definition of all other capitalised terms used in these General Conditions, together with the rules of interpretation, are set out in Appendix 1 hereto and shall apply throughout these General Conditions (including in the introductory paragraph, above), and elsewhere in the Contract.
- 1.2 These General Conditions shall apply, unless otherwise agreed in writing, to all work and services performed upon or in relation to aircraft (or their equipment or parts) which Gama Aviation shall carry out itself or delegate/subcontract to third parties and these general Conditions shall apply also to any future work and services or other maintenance-related business relations with the same Customer, even if they are not explicitly reiterated.
- 1.3 For the purposes of these General Conditions, each individual Gama Aviation maintenance facility shall be deemed to be a separate, independent unit. Therefore, any commitment(s) entered into by any one such facility shall be valid with respect to that facility only, and shall not be attributable to or binding on the operating entity in relation to any other facility or on any other entity within the Gama Aviation Plc group of companies.
- 1.4 Except as specified in this clause 1.4, all Proposals issued by Gama Aviation, including for the avoidance of doubt any rates and prices, are on the basis that the Supplies described and/or referred to therein, are supplied on and subject to these General Conditions and, therefore, they are subject to the condition that any Contract for such Supplies based on a Proposal issued by Gama Aviation incorporates the General Conditions by reference. The only exceptions, if any, are (i) any proposal(s) issued by either of Gama Aviation’s Affiliates FlyerTech Limited (“**FlyerTech**”) or Airops Software Limited trading as myairops (“**myairops**”), and (ii) agreed Special Conditions, which are identified and expressly incorporated as such into the Proposal, if any. If and to the extent that any of the foregoing conflict with these General Conditions, they shall prevail. Similarly, in the event that a Proposal issued by Gama Aviation includes or refers to any supplies of services by either of FlyerTech or myairops, for the avoidance of doubt those services are subject to FlyerTech’s or myairops’ (as the case may be) own terms and conditions, as applicable, and these General Conditions shall not apply to such services.
- 1.5 All rates and prices shown in a Proposal are based on the prevailing prices of Parts, Materials and other costs at the date of its issue and, for this reason, the terms of a Proposal remain valid for thirty (30) days only from the stated date of issue, unless a shorter period is specified within the Proposal, in which case the shorter period applies.
- 1.6 A Contract is formed upon a Proposal being accepted by the Customer, and that acceptance being communicated to Gama Aviation or, where a Work Order is issued by the Customer on terms consistent with these general Conditions, on an unconditional acceptance thereof by Gama Aviation in writing, or upon commencement at the Customer’s request of any work and/or services related to the Customer’s aircraft, its equipment or parts, as applicable, whichever is the earliest to occur.
- 1.7 If a Contract is not in place within the applicable validity period of the Proposal, unless the validity period of the Proposal is expressly extended by the written agreement of Gama Aviation and the Customer, the Proposal lapses automatically on its stated expiration date, without notice to the Customer and without Gama Aviation incurring any liability arising from that lapse.
- 1.8 A Work Order issued by or on behalf of the Customer must not seek to supplement, omit from, vary or add to the terms set out or referred to in the Proposal or these General Conditions. A Work Order

which purports to do any of these things cannot be an acceptance of the Proposal and amounts instead to a counter-offer by the Customer to Gama Aviation, which Gama Aviation may in its sole discretion accept or decline, and cannot by itself constitute or form the basis of a Contract between the Parties for the provision of the Supplies by Gama Aviation, nor impose any liability on Gama Aviation. Similarly, any terms and conditions of purchase or other terms and conditions contained in any Work Order that is in the form of an acknowledgement, standard form or other document issued by or on behalf of the Customer, or contained or referred to in any letter or other written communication (including e-mail) agreeing to the Proposal or proposing amendments to it, to the technical proposal or other similar documents issued by, or on behalf of the Customer to Gama Aviation in respect of the Supplies, or which is implied by trade custom, practice or a course of dealing between Gama Aviation (or any of its Affiliates) and the Customer shall not apply, regardless of whether such terms are introduced before or after the date of the Proposal (or in a Work Order).

- 1.9 In the event of any conflict between the parts of a Contract, the following order of precedence shall apply:
 - 1.9.1 the Special Conditions agreed by the Parties, if any;
 - 1.9.2 these General Conditions; and then
 - 1.9.3 if any, the terms of any other relevant document(s), which are referred to in the Proposal and are by that reference expressly incorporated into the Contract.

2. SCOPE OF SERVICES

- 2.1 Each order authorizes Gama Aviation without additional approval from the Customer for Gama Aviation to carry out or cause to be carried out all such work as shall be necessary for testing the object to which the order refers, with the exception of test flights.
- 2.2 Where a repair has been instructed by the Customer, if in Gama Aviation's opinion it is desirable that any of the Aircraft's Equipment is overhauled (or vice versa) or if, following further inspection, Gama Aviation determines that Additional Work is required, Gama Aviation shall so inform the Customer as soon as practicable and, with the Customer's written agreement, Gama Aviation shall carry out the Additional Work accordingly. Any period of time estimated by Gama Aviation for the Services comprised in the Proposal shall be extended by the period Gama Aviation considers is reasonably necessary for any Additional Work to be carried out and Gama Aviation shall be entitled to be paid by the Customer for such Additional Work; together with any costs in respect of inspection(s) of the Aircraft for such purposes. Similarly, if in Gama Aviation's opinion an Aircraft or any Equipment or Part is by reason of damage or otherwise beyond economic repair or overhaul, Gama Aviation shall so inform the Customer. Any Additional Work shall be as agreed between Gama Aviation and the Customer in writing and Gama Aviation shall be entitled to be paid by the Customer for such Additional Work, together with any costs involved in inspection(s) for such purposes.
- 2.3 If Gama Aviation removes or replaces any Equipment, including Parts, as part of the Services, unless specifically agreed otherwise title to such items shall pass to Gama Aviation upon their removal from the Aircraft and Gama Aviation shall have the right to scrap, repair, overhaul or otherwise deal with them as it sees fit.
- 2.4 If Gama Aviation considers it necessary or desirable for the due performance of the Services to carry out flight or other testing of any Aircraft, Equipment or Part(s), then Gama Aviation shall advise the Customer in writing and the cost of any such flight(s) or other test(s) and any third party charges and expenses (including VAT or other sales taxes, if applicable) incurred in connection with them shall be payable by the Customer, in addition to Gama Aviation's own rates and charges. Any test flights (if required) shall be conducted by the authorized Customer crew and/or their appointed representatives.
- 2.5 Unless specifically agreed by Gama Aviation as part of a Proposal, the work scope does not include any update of the Aircraft's related documentation (e.g. IPC, MM, handbooks etc.).
- 2.6 Gama Aviation's rates and prices are calculated in the expectation that Gama Aviation shall procure all necessary Parts and perform or arrange for any work comprised in the Services, which is required to be supplied or carried out by a third party or parties. Consequently, Gama Aviation shall be entitled to impose a handling charge in respect of any Parts supplied by or through the Customer, and any work and services arranged with a third party by the Customer, at such rate as Gama Aviation may at its discretion determine but not exceeding fifteen per cent (15%) of the value of the Part or work and

services in question. Any such supplies of goods, work and/or services by a third party or parties is entirely at the risk and cost of the Customer.

3. PRICES; CHARGING & PAYMENT

- 3.1 Except if expressly stated otherwise within the Proposal, all prices shown in the Proposal (and/or in documents referred to in the Proposal) are indicative estimates only and are based on information available to Gama Aviation at the date of the Proposal. All prices stated are also net and exclusive of VAT (or any other tax charged on the supply of goods and/or services), where applicable, in each case at the prevailing rate, and are also exclusive of any applicable customs, import, export and similar duties. If VAT, other sales taxes and/or duties are payable, these shall be separately identified on Gama Aviation's invoice(s) and shall be payable by the Customer in addition to sums due for the corresponding Supplies. Upon request of Gama Aviation, the Customer will submit to Gama Aviation a valid VAT identification or registration number, together with its VAT registration certificate, as well as satisfy other applicable conditions, if any, for a possible VAT exemption, zero-rating or exception to the applicable VAT charge.
- 3.2 Where labour or other prices are not specifically incorporated into a Proposal, Gama Aviation will be entitled to charge at the standard Man-Hour rates as applicable at the Facility, as applicable to the Supplies and as current at the time of supply. Gama Aviation reserves the right to charge for a minimum of two (2) Man-Hours for any Services.
- 3.3 Except where specifically agreed otherwise in writing, all Services will be performed at the specified Facility and all rates and prices are on the basis of delivery of the Aircraft to the Customer at the Facility (or, if more than one is involved, at the principal facility). Gama Aviation shall be entitled to make a reasonable additional charge in respect of all and any costs or expenses in relation to collection by or delivery to the Customer at any place other than the Facility (or principal facility).
- 3.4 Except if a price is expressed within the Proposal (or otherwise agreed by Gama Aviation in writing) as a "fixed" price, all price(s), whether set out in the Proposal or otherwise, may be varied by Gama Aviation subsequently, by giving written notice to the Customer to that effect, in the event of any increase(s) in the costs to Gama Aviation of providing the Supplies. Gama Aviation may require to exercise such right including (without limitation) in circumstances where the cost to Gama Aviation of any Part(s), Components(s), Materials, labour, manufacture and/or carriage increase, where additional or increased rates of customs duties and taxes are incurred, to compensate Gama Aviation for exchange rate variations between the currency at which the Services and/or items of Goods are quoted within the Proposal and the currency in which they are acquired, where additional costs are incurred as a result of any subsequently imposed or amended requirement of any manufacturer or regulatory authority, and/or where costs or expenses are increased as a result of any act or instruction of the Customer. If the Services (or a discrete portion of them) have not then commenced to be performed, the Customer may within two (2) Business Days of notification by Gama Aviation in writing of any such price variation cancel its Work Order (or such discrete portions thereof as have not then commenced to be performed) by notice in writing to Gama Aviation to that effect **but solely** in respect of any Supplies not yet provided to the Customer, and provided that the Customer shall have no such right of cancellation in respect of (i) any Supplies, which are or form part of any Third Party Services and which Gama Aviation is at the time of the Customer's said notice already legally committed to; and/or (ii) if and to the extent that the price increase(s) result from any act, omission or instruction of the Customer.
- 3.5 Except as specifically agreed otherwise within the Proposal (or in relation to charges, which are both payable and paid directly to Gama Aviation either under the terms of an original manufacturer's warranty or pursuant to a manufacturer's designated maintenance program entered into between the Customer and a manufacturer), Gama Aviation shall have the right to submit an invoice to the Customer in respect of the Supplies for payment in full prior to the date of provision of the Supplies in question. Otherwise, and unless alternative payment terms are specifically agreed by Gama Aviation in writing prior to commencement of provision the Supplies, Gama Aviation may invoice the Customer and the Customer will make payments to Gama Aviation in accordance with the following schedule:
- 3.5.1 fifty per cent (50%) of the total of the Proposal charges, (including VAT, where applicable), on the Effective Date;
- 3.5.2 the remaining fifty per cent (50%) of the Proposal charges including VAT no later than one (1) Business Day prior to the delivery of the Aircraft to the Facility; and

- 3.5.3 all other charges arising out of the Supplies and not stated in the Proposal as “fixed” charges, including where actual charges are reconciled against estimates contained in the Proposal and including, as applicable, items not already specified in the Proposal including defect rectification, additional Materials, Parts, Third Party Services, shipping, and/or any other charges associated with providing the Services, not later than twenty (20) Business Days following Aircraft redelivery to the Customer.
- 3.6 Notwithstanding clause 3.5, except as specifically agreed otherwise within the Proposal (or in relation to charges, which are both payable and paid directly to Gama Aviation either under the terms of an original manufacturer’s warranty or pursuant to a manufacturer’s designated maintenance program entered into between the Customer and a manufacturer), Gama Aviation may invoice the Customer in respect of the charges, costs and expenses mentioned in clause 3.5 as it deems reasonably necessary and in a single amount or, as it deems fit, as stage payments.
- 3.7 If applicable, charges for defect rectification / emergent work carried out as Additional Work will be in amounts and will be invoiced for in accordance with a 'defect estimate' (or similar) prepared by Gama Aviation and signed by both Parties.
- 3.8 With respect to Third Party Services, Gama Aviation reserves the right where it deems appropriate to require the Customer to contract with the supplier thereof as principal, in which event Gama Aviation will act as the Customer’s agent. Such Third Party Services shall include, but are not limited to, services performed by FlyerTech and/or myairops. In such circumstances, the Customer will be invoiced directly by, and the Customer shall make all due payments to, the relevant supplier of the Third Party Services.
- 3.9 Unless specifically agreed otherwise by Gama Aviation in writing, (either within the Proposal or otherwise on or prior to the date of issue of an invoice), each Gama Aviation invoice shall become due for payment within **fourteen (14) days** of the date of receipt thereof by the Customer or its representative and in any event prior to redelivery to the Customer of the Aircraft (or, if Goods are supplied separately from any Services, prior to delivery to the Customer of the Goods in question), in each case without any deduction or set off whatsoever. If Gama Aviation requires a payment in advance on account, whether in respect of third party supplies of Parts or Components, Third Party Services forming part of the Services, or otherwise, such payment shall be made by the Customer within the period specified on the invoice or otherwise on demand.
- 3.10 Time for payment of sums due for all and any part of the Supplies is of the essence of the Contract.
- 3.11 Amounts payable pursuant to clause 4.2 for Aircraft parking / storage, if any, shall be due and owing to Gama Aviation as soon as they are notified and invoiced to the Customer and in the event of non-payment, Gama Aviation is entitled to rely on any remedy under the Contract, including but not limited to the remedy contained in clause 6.2.
- 3.12 Gama Aviation reserves the right to charge interest on all overdue amounts on a daily basis, before as well as after any judgment and until receipt by Gama Aviation in full, at the statutory interest rate allowed under applicable law or at the rate of four per cent (4%) above the then-current base rate of Gama Aviation’s clearing bank (or, in its absence, a reasonable equivalent), whichever is the higher rate, in any case compounded monthly, which is payable by the Customer on demand.
- 4. DELIVERY and REDELIVERY**
- 4.1 Unless otherwise agreed in the Proposal (or otherwise agreed in writing by Gama Aviation), the Aircraft along with its documentation and additional parts shall be delivered to Gama Aviation Delivered, Duty Paid (“DDP”, per INCOTERMS 201) at the Facility (or if more than one is specified in the proposal, at the principal Facility) and redelivery of the Aircraft to the Customer shall take place EX WORKS (“EXW”, per INCOTERMS 2010) at such Facility.
- 4.2 The Customer acknowledges that space at the Facility is continuously in demand. In consequence, if the Customer fails to collect the Aircraft, (and/or, if applicable, Goods to be supplied by Gama Aviation separately from any required in connection with Services, title to which has passed to the Customer in accordance with these General Conditions), and/or any other goods or property of the Customer on the date which Gama Aviation has by notice in writing to the Customer (a “**Collection Notice**”), specified as the date for re-delivery of the Aircraft following completion of the Services, or on which the Aircraft and/or the Goods in question are ready for return to service, ready for collection and/or must be collected, as the case may be, (the “**Collection Date**”), Gama Aviation shall have no obligation

to provide hangar space or any other parking facility for the Aircraft (or for storage space for any other items) at or about the Facility on any date following the Collection Date. Where it does so, it is entitled to charge the Customer for hangarage/ parking/storage of any such items until such time as the Aircraft or other items is/are removed from the Facility or Gama Aviation's other premises, as applicable. The parking / storage charge for the Aircraft will be Gama Aviation's then-current standard hangarage rate per Day or part, as applicable to the Aircraft type and as applicable to the Facility. Gama Aviation may also charge the prevailing rate per Day or part for storage of the Aircraft for idle time caused while awaiting Customer approval following completion of inspection or examination, unless and to the extent such idle time is caused directly by the act or omission of Gama Aviation.

4.3 **Without prejudice to Gama Aviation's rights under clause 4.2 but without duplication, the Customer shall in addition indemnify and hold harmless Gama Aviation and its Affiliates from and against any and all loss, costs and/or expenses (including legal fees and expenses), claims and/or liability (collectively, "Losses") suffered or incurred by it and/or any of them, which is/are caused by or arise from the Aircraft being parked at the Facility past the time for its collection on the Collection Date, except only if and to the extent that any such Losses arise out of the wilful misconduct of Gama Aviation or a person for whom it is legally responsible. In circumstances where the Customer is not also the owner of the Aircraft, the Customer in its capacity as bailee accepts any and all obligations to the owner of the Aircraft, including any involuntary obligations.**

4.4 **Except as expressly agreed otherwise by the Parties in writing, Gama Aviation is not obliged to provide any maintenance services and/or continuing airworthiness management or other services whatsoever to the Aircraft while retained pursuant to any right under these General Conditions and any deterioration of or in the Aircraft or any of its Equipment including the Engines is the sole responsibility of the Customer.**

4.5 If the Supplies are to be provided in distinct phases or instalments, the delivery / redelivery to the Customer of each phase or instalment of the Supplies shall be deemed made by Gama Aviation under two or more (as applicable) separate Contracts incorporating these General Conditions. Accordingly, neither any non- or delayed performance of Services or non-delivery nor any shortage in the supply of Goods, nor any other claim by the Customer in respect of any one phase or instalment of the Supplies, shall entitle the Customer to reject any balance of Services and/or Goods remaining to be supplied. Similarly, in the event of non-payment by the Customer in respect of any one or more phase or instalment of the Supplies, Gama Aviation shall be entitled (but shall not be obliged) to treat the Contract(s) in respect of remaining phase(s) or instalment(s) as cancelled for convenience by the Customer, and may decline to provide the balance of the Supplies.

Time for Performance

4.6 Although Gama Aviation will use its reasonable endeavours to meet any given delivery, redelivery or completion date(s) in connection with the Supplies, each such date is Gama Aviation's best estimate only and is not a contractual commitment. Time for performance of the Services, (including any date and time for delivery of the Aircraft to Gama Aviation), and/or time for the supply and delivery of Goods and/or time for redelivery of the Aircraft to the Customer, as applicable, shall not be of the essence of the Contract unless expressly specified otherwise within the Proposal. Accordingly, unless expressly specified otherwise within the Proposal Gama Aviation shall not be liable for any delay in accepting delivery of the Aircraft, or for the provision of the Supplies, and/or redelivery of the Aircraft to the Customer, except if and to the extent the delay in question results directly from Gama Aviation's wilful misconduct or gross negligence. In that event, and/or in the event that delay liability of Gama Aviation is expressly provided for within the Proposal, unless also expressly stated otherwise within the Proposal Gama Aviation shall have no liability for the first month of delay next following the scheduled date for re-delivery of the Aircraft to the Customer.

4.7 In the event of a claim by the Customer for delay pursuant to clause 4.6, it shall be for the Customer to establish that the delay claimed for is caused solely by the act(s) or omission(s) of Gama Aviation and, except where expressly specified otherwise within the Proposal but notwithstanding anything else to the contrary, Gama Aviation's total liability for and/or arising out of a delay in the performance of the Supplies shall be limited to an amount equal to one per cent (1%) of the invoiced price(s) for the delayed Services for each complete month of the delay, and pro rata for part of a month, subject always to the limit of its delay liability as specified in the Proposal or, if no such limit is specified within the Proposal, subject to a maximum amount equivalent to three per cent (3%) of the invoiced price(s) for the delayed Services.

5. TITLE TO SUPPLIED GOODS; PARTS; PROPERTY RIGHTS

- 5.1 Title (ownership) in any Goods forming part of the Supplies shall not pass to the Customer until the price for such Goods has been received by Gama Aviation in full. Gama Aviation shall remain legal and equitable owner of the Goods, (whether or not attached to or incorporated into any other goods, including without limitation the Aircraft), and where such Goods are delivered to the Customer or to its order, the Customer shall be bailee of such Goods for Gama Aviation, until such receipt of payment by Gama Aviation. The Customer shall where possible keep them separately and/or otherwise ensure that they are readily identifiable as Gama Aviation's property and the Customer shall, at Gama Aviation's request, keep Gama Aviation informed of their whereabouts at any time. Any resale by the Customer of such Goods shall be carried out, and so much of the proceeds of sale of any such Goods, (or, as applicable, other goods incorporating them, including the Aircraft) as is necessary to discharge the Customer's indebtedness to Gama Aviation in respect of such Goods shall be held by the Customer, as trustee for Gama Aviation.
- 5.2 Gama Aviation may recover from the Customer by way of an action for debt any sum due to Gama Aviation in respect of Goods supplied, regardless of whether or not risk and/or title in the Goods has passed.
- 5.3 Nothing in these General Conditions shall entitle the Customer to return any Goods forming part of the Supplies, except at Gama Aviation's specific request and/or in connection with the Warranty. In any other circumstances where the Customer requests Gama Aviation to accept the return, unused, of a supplied Part, Gama Aviation will ordinarily accept such return strictly provided the Part is, in Gama Aviation's opinion, serviceable and subject to payment by the Customer of a re-stocking and re-certification fee, plus a handling fee handling fee. If Gama Aviation then finds the Part to be defective, the Customer will pay on invoice from Gama Aviation the cost of repair and re-certification or, where the Part is not repairable in Gama Aviation's opinion, the list price plus a 15% handling fee.
- 5.4 All Parts, equipment and/ or furnishings that Gama Aviation removes or replaces and not reinstalled as stated in the Proposal shall become the property of Gama Aviation and can be scrapped, repaired or overhauled as it deems fit, acting reasonably. Any unserviceable Parts removed from the Aircraft as part of the Services or otherwise, which are not subject to exchange or core returns, shall be disposed of by Gama Aviation in accordance with applicable unserviceable aircraft parts disposal regulations. However, the Customer is able in advance of the Aircraft's arrival at the Facility to request the return of any unserviceable Aircraft Parts and in such cases, Gama Aviation will return the unserviceable Parts to the Customer at its cost and in the condition required by applicable regulatory requirements.

Parts Supplied, Exchanged or Loaned

- 5.5 If the Customer is supplied with exchange parts (the "Exchange Parts") for use while the comparable Part on the Customer's Aircraft is being repaired, the Customer will return the Exchange Parts to Gama Aviation within five (5) days of receipt. Wherever possible Gama Aviation will notify the Customer in writing of the costs of the exchange in advance and, in the event that the expense of repairing the Exchange Parts(s) exceeds the cost of the exchange, Gama Aviation will invoice and the Customer will be liable for the difference.

Intellectual Property Rights

- 5.6 Subject to the preceding provisions of this clause 5, all drawings, specifications and other data supplied by Gama Aviation to the Customer, and any Intellectual Property contained therein, shall at all times remain the property of Gama Aviation (or its third party licensors) and Gama Aviation shall be the copyright owner. The Customer shall not except with Gama Aviation's express prior written permission use, copy or allow to be copied, to its benefit otherwise than in connection with obtaining the benefit of the Services or to the benefit of any third party, any drawings, specifications, or other information or data supplied by, or produced by Gama Aviation for the Customer in connection with the Services performed.

6. CUSTOMER PROPERTY AND RISK

- 6.1 Notwithstanding the delivery of the Aircraft into Gama Aviation's custody and notwithstanding the point at which title to supplied Goods passes, each Aircraft, (including its Engine(s) and all its other Equipment), and the Aircraft's documents, and all other goods and property of the Customer, (collectively, "**Customer Property**"), together with all Goods acquired for the Customer separately from any acquired as part of the Services, shall be held and handled entirely at the Customer's risk. **Gama Aviation shall have no liability in any way whatsoever for any loss of or damage to Customer Property including such Goods except for physical loss or damage thereto caused**

by Gama Aviation's wilful misconduct or gross negligence and subject to the terms of clause 9 (Liability and Indemnity; Insurance).

Lien

- 6.2 All Customer Property in Gama Aviation's possession, including the Aircraft, the Aircraft's documents and/or any Parts and Materials acquired for or in connection with the Services, which come into the possession or control of Gama Aviation, shall be subject to a general and particular lien and pledge, in each case for all amounts whatsoever and howsoever due from the Customer to Gama Aviation and/or any of its Affiliates in regard to the Aircraft, and such lien and pledge shall continue to apply regardless of whether the Aircraft and/or any such other items may from time to time be removed from Gama Aviation's possession. The provisions of this clause 6.2 shall be in addition to and are without prejudice to any other rights or remedies that Gama Aviation may have under the Contract or otherwise at law.
- 6.3 The Parties agree that any lien arising by virtue of clause 6.2, or otherwise, may constitute a "non-consensual interest" within the meaning of Chapter X (10) of the Convention on International Interests in Mobile Equipment and the applicable Protocol thereto.
- 6.4 Until proved otherwise, Gama Aviation shall be entitled to assume that any such Customer Property and/or other items are the absolute property of the Customer, and the Customer shall indemnify Gama Aviation against all liability, damages and costs arising as a result of this not being the case. Gama Aviation shall be entitled to recover from the Customer all the costs and expenses of exercising and enforcing such lien including (without limitation) storage charges and its reasonable legal and/or other professional costs and expenses.
- 6.5 In the event that Gama Aviation exercises a right to retain possession of the Aircraft or any of its Equipment and/or the Aircraft documents pursuant to any lien or pledge, Gama Aviation shall not be liable to the Customer for any claims, losses, or liabilities suffered or incurred by the Customer which arise in connection with the exercise of such right.
- 6.6 If any amount(s) due from the Customer to Gama Aviation is outstanding for more than sixty (60) days and/or in the event that the Customer fails to collect the Aircraft (and/or other Customer property or other Goods) within sixty (60) days of a Collection Notice requiring the Customer to do so, Gama Aviation may sell, on such terms and at such price(s) as it considers reasonable, any of the Customer Property or other items in its possession and apply the proceeds of sale thereof in total or partial satisfaction of such amount(s), and all costs and expenses incurred in connection with the sale including (without limitation) storage, legal and other professional costs and expenses. The Customer shall pay to Gama Aviation on demand any shortfall and Gama Aviation shall return any excess of such proceeds to the Customer. The Customer agrees to comply with Gama Aviation's reasonable requests in order to assist any such sale.

7. Gama Aviation WARRANTY

7.1 **General warranty:** Gama Aviation shall have no liability whatsoever or howsoever in respect of the performance of the Services except as expressly provided in these General Conditions. However, subject to the following sub-clauses of this clause 7, Gama Aviation warrants that the Services performed by it will be:

7.1.1 performed with reasonable skill and care; and

7.1.2 free from defects in workmanship for the period of ninety (90) days or for one hundred (100) flying hours, (unless any period(s) different from those specified in clause 7.1.2 are specified in the Proposal, in which event such other period(s) shall apply), in each case commencing from the date of completion of the Services and redelivery of the Aircraft ex works to the Customer; and

provided that where the Services are or include paint services or interior refurbishment services, as the case may be, if and to the extent that they differ from this general warranty the warranty terms specific to those services shall apply instead of this Warranty.

7.2 The Warranty does not extend to any claim or purported claim, and/ or to any non-function or malfunction, loss, failure or damage of or to the Aircraft or any Part, which is attributable in whole or in part:

- 7.2.1 to any latent defect, rust, corrosion or the entry of foreign materials, bird strikes, lightning strikes;
- 7.2.2 to any failure to operate and/or maintain, preserve, store, or care for the Aircraft and/or its Equipment and/or Parts in accordance with the manufacturer's or other applicable specifications, instructions or recommendations, the flight manual, maintenance manual, (or Component maintenance manual), and/or in accordance with the applicable NAA's requirements;
- 7.2.3 to any accident, mis-use or mis-application, use in development or experimental running;
- 7.2.4 where any repair or alteration, including but not limited to any attempted rectification of allegedly defective workmanship is carried out by a person other than Gama Aviation and/or where item identification numbers have been altered or removed; and/or
- 7.2.5 to interference with the Aircraft or any Part by, and/or the other acts or omissions of, any person(s) other than Gama Aviation or an employee of Gama Aviation; and

in addition, the Warranty will not apply where the Customer has failed to comply with the notice requirements of clause 7.6 and/or it is of no effect during any period where it might otherwise apply but the Customer has failed to pay any invoice(s), which are due and payable to Gama Aviation.

- 7.3 **Specific Warranty for Paint Services:** If paint services are performed by Gama Aviation itself (as distinct from paint services, which are Third Party Services), the Warranty will apply to such paint services performed by Gama Aviation and the Warranty period in clause 7.1.2 and shall be twelve (12) months from the date of completion of the said services and redelivery of the Aircraft to the Customer, subject however to the following additional limitations; namely, Gama Aviation shall be relieved of all obligations and liability under the Warranty for paint services if any defect in or damage to the paint reported by the Customer is due to or results from wear and tear and/or: (i), weather or sand erosion, misuse, neglect, alteration, accident or failure to follow recommended maintenance procedures; (ii) light damage (including colour fading) to the exterior paint scheme; (iii) corrosion including where emanating from the impact of stone chips, or any other impact or abnormal stress damage; (iv) exposure to adverse conditions such as hail, lightning, thunderstorms, corrosion from elements of the environment, excessive heat from thrust reversers, excessive heat from exhaust, leaking rivets, cracks or separation of seams in the aircraft skin, wear from cleaning processes, the use of incorrect cleaning processes of painted areas and/or improper care of the painted surfaces.
- 7.4 **Specific Warranty for Interior Refurbishment Services:** If the Services performed by Gama Aviation itself (as distinct from Third Party Services) include refurbishment of soft furnishings on seats and trim and/or carpets and/or head and side linings and/or woodwork and/or plating), the Warranty will apply to such interior refurbishment services and the Warranty period in clause 7.1.2 and shall be twelve (12) months from the date of completion of the said services and redelivery of the Aircraft to the Customer, subject however to the following additional limitations; namely, Gama Aviation shall be relieved of all obligations and liability under the Warranty for interior refurbishment services if any defect in or damage reported by the Customer is due to or results from wear and tear and/or: (i) misuse, neglect, alteration, accident or failure to follow recommended maintenance and cleaning procedures, (ii) light damage (including colour fading) to the interior, (iii) exposure to adverse conditions such as corrosion or degradation from elements or the environment.
- 7.5 The Warranty shall only be applicable in respect of work actually carried out by Gama Aviation and does not apply, and Gama Aviation gives no warranty in respect of, Third Party Services, including Parts and/or Materials, but Gama Aviation will use its reasonable endeavours to:
 - 7.5.1 arrange the acquisition of Parts and Materials from suppliers approved by the applicable NAA and store and handle them in compliance with accepted aviation practice; and
 - 7.5.2 so far as they are assignable, assign to the Customer at the Customer's request and cost the benefit of any still-current warranty given by the provider of Third Party Services.
- 7.6 In the event that the Customer discovers a suspected non-conformance of the Services with the Warranty, the Customer will, as soon as reasonably possible following such discovery and in any event within twenty (20) days of such discovery:
 - 7.6.1 provide Gama Aviation with a reasonably detailed written report of the alleged defect(s) in workmanship observed, giving the reasons, circumstances and conditions of such defect(s); and

- 7.6.2 provide Gama Aviation with full access to the Aircraft and its records, in order to inspect the suspected defect in workmanship and/or other circumstances of alleged non-conformance with the Warranty.
- 7.7 The performance of remedial work by Gama Aviation under the Warranty is subject to the following conditions:
- 7.7.1 on the Customer's written request, Gama Aviation will provide reasonable assistance in connection with transport of the defective / non-conforming Aircraft (or Engine(s) or Part(s) having the benefit of the Warranty) to the Facility (or other mutually agreed repair facility) but the Customer is responsible for payment of any costs, expenses or risks associated with such transport;
- 7.7.2 the allegedly defective / non-conforming Aircraft (or Engine(s) or Part(s) which is/ are the subject of the warranty claim) shall be delivered to Gama Aviation at the Facility (or other agreed repair facility) within thirty (30) days of discovery of the alleged defect / non-conformance, with all transport and delivery charges paid by the Customer and on the basis that the Customer shall also be responsible for and pay the cost of collecting the Aircraft, Engine or Part from the Facility (and/or for otherwise returning the same to the Customer) promptly following completion of the Warranty re-work;
- 7.7.3 gyroscopic-type instruments will be accepted under this clause 7 only if shipped via airfreight;
- 7.7.4 the Warranty period applicable to any Warranty re-work work shall be limited to the unexpired portion of the applicable Warranty period; and
- 7.7.5 all airworthiness directives of the applicable NAA(s) and mandatory service bulletins must have been properly and fully fitted and complied with by the Customer.
- 7.8 Gama Aviation reserves the right to inspect the Aircraft and test any Parts for evidence of defect in workmanship. If Gama Aviation determines (acting reasonably) that a part is not defective or that a defect is not within the warranty, the Customer shall be liable for the costs of inspection and testing.
- 7.9 In the event a claim by the Customer under the Warranty for defective workmanship is accepted by Gama Aviation as being in accordance with the requirements of this clause 7, **subject always to the overall limit of Gama Aviation's liability as stated in clause 9.5**, the obligation and responsibility of Gama Aviation under the Warranty is limited to re-performing or otherwise rectifying the defective or non-conforming Services (including the supply of necessary Materials) actually carried out by it at its cost and to repairing (or, at its discretion, replacing) Parts damaged by such defective or non-conforming Services. In the case of a defective Part, Gama Aviation reserves the right to determine whether the defect requires repair or replacement. Any Part which is replaced under the Warranty will be in new condition or, as applicable, will be otherwise comparable in function and performance to the original Part.
- 7.10 In the event of any claim under the Warranty of defective or non-conforming workmanship resulting in damage to Parts, the Part(s) shall be delivered to Gama Aviation for determination of the validity of the claim and Gama Aviation shall be entitled (but shall not be obliged) to make such teardown or disassembly of the Part(s) concerned as it considers to be reasonably required to disclose the claimed defective or non-conforming Services (said teardown to be made in the presence of the Customer or its designated representative, if so desired), after which a written teardown report will be submitted to the Customer.
- 7.11 In the event that the teardown report fails to reveal defective or non-conforming Services by Gama Aviation, the Customer will be liable to pay all costs of the teardown and the preparation of the teardown report, said costs to be based on the Man-Hours expended in the disassembly, clean-up and inspection, multiplied by the applicable Man-Hour rate(s).
- 7.12 **THE REMEDIES EXPRESSLY SET OUT IN THIS CLAUSE 7 WILL BE Gama Aviation'S SOLE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF OR NON-CONFORMANCE TO THE WARRANTY. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THESE GENERAL CONDITIONS AND EXCEPT FOR ANY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.**

7.13 The provisions of this clause 7 shall survive termination of the Contract, regardless of the reason for termination.

8. CUSTOMER WARRANTIES AND GENERAL OBLIGATIONS; DATA PROTECTION

Customer Warranties

8.1 The Customer has all necessary power and authority to enter into and perform its obligations under the Contract, including to deliver any Aircraft and/or Part(s) to Gama Aviation, as applicable for the Services including any Additional Works to be performed by Gama Aviation.

8.2 The Customer has obtained all necessary consents, approvals and authorisation, whether from lenders, lien holders, owners, lessors or any other third parties.

8.3 The execution, delivery and performance of the Contract by the Customer does not violate any agreement, restriction, limitation, covenant or contract term, laws, rules or regulations applicable to the Customer or the Aircraft.

Customer General Obligations

8.4 The Customer undertakes to the Company that, at the Customer's risk and expense:

8.4.1 the Customer shall supply Gama Aviation with sufficient information, (including, as applicable, current weight and balance, equipment list, registration, wiring diagram and maintenance task cards(s)), prior to arrival of the Aircraft at the Facility, and shall provide instructions in a timely manner, so as to enable Gama Aviation to perform the Services in accordance with these General Conditions;

8.4.2 the Customer shall respond with its decision on all matters referred to it by Gama Aviation within such time as Gama Aviation shall reasonably specify, so as not to delay the provision of the Services;

8.4.3 the Customer shall maintain responsibility for the continuing airworthiness and maintenance, management control of the Aircraft;

8.4.4 the Customer shall use the airworthiness data for the purposes of these General Conditions and provide, prior to any Aircraft delivery, access to the airworthiness data in respect of such Aircraft in accordance with the Customer's NAA-approved maintenance planning document; and

8.4.5 the Customer's employees, agents, representatives and subcontractors will abide by all of Gama Aviation's applicable policies, procedures and safety protocols when present on or around the Facility and/or other Gama Aviation premises, as well as all applicable policies, procedures and safety protocols of the applicable airport authority.

8.5 Not less than 6 hours prior to the expected time of arrival of the Aircraft at the Facility, the Customer may request that upon such arrival an inventory be carried out jointly by one representative from each of the Customer and Gama Aviation in respect of the Customer Property on board the Aircraft, which shall be signed by both Parties. In the absence of a jointly-prepared inventory, Gama Aviation will not be liable for any property, which is on board the Aircraft at delivery to Gama Aviation and which is not part of the Aircraft.

Data Protection

8.6 The Customer acknowledges and agrees that for the purposes of or by reason the Services Gama Aviation will receive or otherwise have access to, will require to process and store personally identifiable information, (including names, contact details including postal and/or e-mail addresses or telephone contact details, dates of birth and/or passport numbers), relating to any of the Customer and/or beneficial owner(s) of the Customer, who are natural persons, ("**Personally Identifiable Information**") either from the Customer or otherwise. **The Customer further agrees that where and to the extent that Gama Aviation and/or any of its Affiliates, associated companies and/or subcontractors have a reasonable need to do so for the purposes of the Supplies, it and they shall be permitted to receive, process, hold, transmit (including outside of the UK or outside of the EU) and/or dispose of such Personally Identifiable Information, in each case for the purposes of or in connection with the Services and/or the administration of the Contract and that such permission shall continue, notwithstanding completion of the Supplies or other termination of**

the Contract, for so long as it is reasonably necessary to do so in connection with the performance and/or management, including post-termination management, of the Contract.

9. LIABILITY & INDEMNITY; INSURANCE

- 9.1 Nothing in these General Conditions or any other document forming part of the Contract shall exclude or limit the liability of either Party for fraud or fraudulent misrepresentation, for death or personal injury resulting from its negligence, or from any other liability, which cannot validly be limited or excluded under applicable law.
- 9.2 Without prejudice to the provisions of clause 6 (Customer Property and Risk), except as expressly specified otherwise in these General Conditions the Customer shall indemnify and hold harmless the Gama Aviation Indemnified Parties and each of them from and against any and all claims, liabilities, damages, loss (including loss of profit where it is a direct loss), costs or expenses (including without limitation legal or other professional fees and expenses), interest, penalties of any nature, proceedings however arising and of whatever nature, whether in negligence or any other tort, in contract, product liability, statute or otherwise at law, (collectively, “**Claims**”), whatsoever suffered or incurred by the Gama Aviation Indemnified Parties or any of them as a result of, arising from or in connection with:
- 9.2.1 loss of or damage to any property of the Customer, including but not limited to the Aircraft, and/or loss of or damage to the property of any third party;
 - 9.2.2 death of or injury to any person, including but not limited to the Customer (if a natural person), the Customer’s personnel, any natural person included in the Gama Aviation Indemnified Parties and/or any third party;
 - 9.2.3 arising from the infringement or alleged infringement of any Intellectual Property Rights owned or controlled by a third party, which arises out of or in connection with information or materials supplied by the Customer;
 - 9.2.4 the Customer’s breach of or non-observance of any material provision of the Contract or any tortious (including negligent) acts, omissions or defaults of the Customer or a person for whom the Customer is legally responsible;
 - 9.2.5 the breach, non-observance or non-compliance on the part of the Customer (or a person for whom the Customer is legally responsible) of any statutory and/or regulatory obligation(s);
 - 9.2.6 any and all claims for Taxes arising out of, or in connection with, the provision of the Services, including, if any, but not limited to Taxes arising out of or in connection with the importation of the Aircraft in to the location where the Facility is situated, whether arising intentionally or otherwise.
- 9.3 The foregoing indemnity on the part of the Customer shall apply regardless of any breach of contract, negligence or breach of duty on the part of any member of the Gama Aviation Indemnified Parties claiming the benefit of such indemnity and shall survive termination of the Contract, howsoever arising.
- 9.4 Notwithstanding anything to the contrary, under no circumstances will Gama Aviation be liable for, and the Customer hereby indemnifies the Gama Aviation Indemnified Parties and each of them harmless from and against, any economic, consequential, financial or indirect loss or damage whatsoever (including, but not limited to, loss of profit, (regardless of whether a direct or indirect loss), loss of turnover, loss of reputation, loss of goodwill and/or loss of business or business opportunity).
- 9.5 **Subject only to clause 9.1, Gama Aviation’s total aggregate liability to the Customer in respect of all loss or damage arising under or in connection with the Contract(s) and/or the Supplies, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed one million United States dollars (USD 1,000,000.00).**
- 9.6 The Customer acknowledges and agrees that:
- 9.6.1 the terms of clause 4.2 (relating to storage), clause 4.3 (relating to late collection of the Aircraft or other items), clause 6 (Customer Property and Risk), clause 7 (Warranty), and the terms of this Clause 9 (Liability and Indemnity; Insurance) have been negotiated and are fully understood and agreed; and

- 9.6.2 Gama Aviation's rates and prices for the Services, Parts and Materials have been negotiated and have been determined taking into account the provisions of clauses 4.2, 4.3, 6, 7 and 9.

Insurance

- 9.7 Customer agrees that all Customer Property and all Goods acquired for the Customer will at all material times be insured in amounts and on terms acceptable from time to time to Gama Aviation (acting reasonably) and such insurance shall specifically accommodate the terms of this clause 9. The Customer's insurance shall include a waiver of subrogation against the Gama Aviation Indemnified Parties to the extent consistent with the liabilities assumed by the Customer under the Contract including these General Conditions. The Customer's insurance shall include:
- 9.7.1 Aircraft Third Party, passenger (including, as applicable, passenger baggage, cargo and mail) legal liability insurance;
- 9.7.2 Hull All Risks (including War Risks) of loss or damage while in the air and on the ground;
- 9.7.3 All Risk and War Third Party legal liability insurance; and
- 9.7.4 Premises liability coverage, insuring against liability for bodily injury or death to persons and damage to or loss of property.
- 9.8 The Customer warrants that the insurance specified in clause 9.7 will be maintained in full force and effect for the period of the Term and for two years after its termination or expiration, and will present to Gama Aviation from time to time on its demand evidence acceptable to Gama Aviation that such insurance cover is in effect in the terms required by these General Conditions.
- 9.9 Such insurance shall name Gama Aviation, (and, if required by Gama Aviation, the other Gama Aviation Indemnified Parties), as additional insured (or alternatively shall contain an 'indemnity to principals' clause, which is acceptable to Gama Aviation, acting reasonably) for and consistent with the indemnified parties' respective rights and interests, subject to a severability of interest clause, and in addition shall provide that:
- 9.9.1 Gama Aviation and the other Gama Aviation Indemnified Parties shall not be prejudiced by any breach of warranty or other act or omissions by the Customer, which may render a claim by the Customer under the policy void or voidable; and
- 9.9.2 such insurance shall be first to react and primary to any other similar cover already held by the Gama Aviation Indemnified Parties or any of them.
- 9.10 Gama Aviation shall not be responsible for payment, set-off or assessment of any kind or for any premiums in connection with the Customer's policies described in this clause 9.
- 9.11 The Customer shall be responsible for any deductibles payable under the insurance detailed above.
- 9.12 Gama Aviation shall, if requested by the Customer, at the time of issuing the Proposal provide evidence to the Customer that it has in full force and effect insurance in respect of hangar keepers and aircraft product liability insurance.
- 9.13 The Parties agree that each insurance policy specified in clauses 9.7 and 9.12 above shall provide in the form of AVS 103, in the event of separate insurances being arranged to cover "All Risk" hull insurance and the "War-Risk and related insurance.
- 10. TERMINATION; EVENTS OF DEFAULT**
- 10.1 Either Party may terminate the Contract by written notice to the other, to take immediate effect, upon the occurrence of any of the following events, each of which is an Event of Default:
- 10.1.1 a resolution is passed at a meeting of the other Party for its winding-up, or to petition for its winding-up, or for its administration, or the other Party presents any petition for its winding-up or administration, or an order for the winding-up or administration of the other Party is made, (unless, in each case, it is a voluntary and solvent winding-up, reconstruction, amalgamation or reorganisation or part of a solvent scheme of arrangement), or the Customer, being a natural person, commits an act of bankruptcy or dies or becomes mentally incompetent; or

- 10.1.2 any administrative or other receiver or any manager of all or substantially all of the assets of the other Party is appointed, or an encumbrancer takes possession of, or any execution or distress is levied against, all or substantially all of the assets of the other Party and which is not paid out or discharged within thirty (30) days after such appointment, taking possession or levy; or
 - 10.1.3 the other Party makes or offers to make any kind of composition, rescheduling, scheme, compromise or arrangement involving it and its creditors generally (or any class of them) as a result of financial difficulties, or ceases or threatens to cease to carry on business or suspends or threatens to suspend all or substantially all of its operations (other than temporarily by reason of a strike or other labour difficulties) or is unable to pay its debts generally as they fall due; or
 - 10.1.4 any action is taken or procedure commenced in any jurisdiction by or in relation to the other Party, which is similar to any of the foregoing action, procedure or circumstances.
- 10.2 In addition, each of the following events is deemed an Event of Default on the part of the Customer:
- 10.2.1 the Customer fails to comply with any of its material obligations under the Contract (including but not limited to failure to pay for the Supplies when payment is due in accordance with these General Conditions), or the Customer is (or may, in Gama Aviation's reasonable opinion), be for whatever reason unable to perform its obligations under the Contract other than payment obligations and, if that Event of Default is capable of remedy, the Customer fails to cure that Event of Default within ten (10) days of Gama Aviation giving written notice to the Customer requiring remedy; or
 - 10.2.2 the Customer is acquired by or merged with any third party, or any change of control of the Customer occurs.
- 10.3 On or at any time after the occurrence of an Event of Default on the part of the Customer (whether pursuant to clause 10.1 or 10.2), Gama Aviation shall be entitled on giving written notice to the Customer to exercise any one or more of the following rights or remedies:
- 10.3.1 as an alternative to termination, to reduce, suspend, reschedule or cancel all or any part of the Supplies, in each case without any liability arising solely from the exercise of such right;
 - 10.3.2 to recover any Goods (and all relevant records relating to them), which have not become the property of the Customer pursuant to these Conditions and to enter any premises owned by or under the effective management or control of the Customer to effect recovery and the Customer hereby gives its consent for such entry and recovery;
 - 10.3.3 to recover as damages and as a debt due to Gama Aviation such amount(s) as Gama Aviation sustains in connection with or as a result of such Event of Default; and/or
 - 10.3.4 to accept the Event of Default as a repudiation of the Contract by the Customer and to treat the Contract (or the part of the Contract affected by the Event of Default, as applicable), as terminated.
- 10.4 Upon termination of the Contract and regardless of the reason for termination, all sums then outstanding shall become due and payable and in particular, (without limitation), the Customer shall become liable forthwith to pay for any Goods delivered into the custody of the Customer or its agent or carrier and/or for Services performed by Gama Aviation.
- 10.5 Subject to Gama Aviation receiving full payment for the Services and/or other Supplies under the Contract (or under any other contract between Gama Aviation and the Customer) up to the effective date and time of termination or cancellation, upon termination of the Contract or cancellation by Gama Aviation of all Services not then performed under the Contract Gama Aviation shall provide the Customer with all relevant technical records data relating to the Aircraft.
- 10.6 Completion or expiration of the Contract, or termination of the Contract by either Party or, as applicable, any other action taken by Gama Aviation pursuant to clause 10.3, shall not affect or prejudice the accrued rights of the Parties as at termination or the continuation of any provision expressly stated to survive, or which implicitly or by its nature is intended to survive, termination.

- 10.7 The terms and conditions of the Contract do not derogate from any of Gama Aviation's statutory and common law rights and are in addition to those rights and not in substitution for them.

11. FORCE MAJEURE

- 11.1 Without prejudice to other provisions of these General Conditions, Gama Aviation shall not be deemed in breach of the Contract or liable to the Customer for any delay in performing its obligations, or for failure to perform any such obligations under the Contract, if the delay or failure results from any circumstance or event beyond its reasonable control including (without limitation) Force Majeure.
- 11.2 Gama Aviation shall as soon as reasonably practicable give the Customer notice of any such circumstance or event as is mentioned in clause 11.1 which causes Gama Aviation to delay or fail in the performance of its obligations. If Gama Aviation is affected by Force Majeure, it will use its reasonable endeavours to mitigate its effect.
- 11.3 If an event or circumstances of Force Majeure persist(s) for a continuous period exceeding thirty (30) days, the Party not directly affected by the event or circumstances of Force Majeure shall have the right by written notice to the other Party to terminate the Contract immediately and without having any liability arising solely from the exercise of such right. The Customer shall remain liable to pay for that part of the Supplies already delivered or performed up to the effective date and time of such termination.

12. NOTICES

- 12.1 Any notice under these General Conditions or the Contract sent by one Party to the other shall be in writing and shall be served by personal delivery, or sent by first class post using prepaid recorded delivery, in either case to its address set out in the Proposal or, if different and if Gama Aviation has been requested in writing to use the Customer's address as shown in a Work Order, in the Work Order, as the case may be) or to such other address as may from time to time be notified by the one Party to the other for the purpose, and shall be deemed to be delivered two (2) Business Days after posting. Notices may also be served by e-mail to a Gama Aviation e-mail address specified within the Proposal for the purpose.
- 12.2 The provisions of clause 12.1 shall not apply to the service of legal process. Gama Aviation reserves the right as a condition to performance of the Services and/or to the supply of Goods to require that the Customer shall maintain a process agent (an agent for service of formal process) located in the jurisdiction of the courts of England and Wales. Where a process agent is so required by Gama Aviation, any claim form, judgement or other notice of legal process shall be sufficiently served on the Customer if delivered to its process agent at the agent's address in England / Wales for the time being.

13. WAIVER

The rights of no Party shall be prejudiced or restricted by any indulgence or forbearance extended by such Party or by any delay in exercising or failure to exercise any right, and no waiver by any Party of any breach shall operate as a waiver of any other or further breach.

14. SEVERABILITY

If any of the provisions of these General Conditions or any other document comprising the Contract are found to be invalid, illegal or unenforceable this shall not affect the validity of the remaining provisions. In the event of such occurrence, the Parties shall, in so far as it is legally permitted, agree on the replacement of the relevant provision with a valid one achieving the same or a similar purpose.

15. AFFILIATES, ASSIGNMENT & SUB-CONTRACTING

- 15.1 Gama Aviation may perform all or any part of the Supplies by or through an Affiliate, regardless of whether or not this is specified in the Proposal but provided that where it does so, the acts and/or omissions of such Affiliate shall for the purposes of these General Conditions be deemed to be the acts and/or omissions of Gama Aviation. Gama Aviation may at any time assign or transfer all or any of its rights and/or obligations under the Contract(s) or any of them to an Affiliate.
- 15.2 The Customer shall not and has no right to assign or transfer all or any of its rights (except only a right to receive a sum of money, which is due from Gama Aviation directly to the Customer under the terms

of the Contract, if any) and/or any of its obligations under the Contract without the express, prior written consent of Gama Aviation.

- 15.3 Gama Aviation may sub-contract or delegate any of its obligations under the Contract to any person, provided such person has necessary regulatory approvals, as required in relation to the particular work and services proposed to be performed for the Customer. The Customer shall be responsible for all additional costs or expenses suffered or incurred by Gama Aviation in the event the Customer specifically requests that certain Third Party Services be sub-contracted to a supplier, which is not included among Gama Aviation's approved vendors lists.
- 15.4 Excepting Third Party Services and except where Gama Aviation has required the contract for same to be between the Customer and the third party supplier directly, if Gama Aviation sub-contracts the performance of work and services, (as distinct from the supply of Goods), which it would in the particular circumstances have been capable to perform itself, Gama Aviation shall nevertheless be responsible to the Customer for the proper rendering of such services with reasonable skill and care as if they had been performed by Gama Aviation itself, but not further or otherwise.
- 15.5 The Customer shall not appoint any other person, company or organisation to provide any of the Services, which Gama Aviation has agreed to provide, and the Customer shall not under any circumstances contract for and/or allow any third party to carry out any work on or with respect to the Aircraft during any period while the Aircraft is in the Facility, except if mutually and specifically agreed between the Parties. If it does contract with a third party, notwithstanding the agreement of Gama Aviation as required pursuant to this clause 15.5, in addition to the handling charge referred to in clause 2.4 the Customer shall be responsible for any costs suffered or incurred by Gama Aviation arising out of or in connection with any such third party-provided services including, but not limited to, audit costs and quality evaluation costs applied by the Customer's other contractor(s).

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 16.1 Except for any third person, who is a beneficiary under any of the indemnities given by the Customer in these General Conditions, a third party who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 of the United Kingdom to enforce any term of the Contract, but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.
- 16.2 Solely for the purpose of enabling the Gama Aviation Indemnified Parties other than Gama Aviation itself to take the benefit of indemnities given by the Customer, Gama Aviation is deemed to be contracting for itself and as agent and trustee for each of the other Gama Aviation Indemnified Parties.

17. EXPORT CONTROL

- 17.1 The Customer shall at all times comply with the requirements of all applicable import or export control laws and regulations applicable in the United Kingdom and in any other country, so far as applicable.
- 17.2 The Customer shall be responsible for obtaining and complying with any non-UK / non-EU or other export or import licenses or authorisations, including import or export of the Aircraft. If and to the extent that Gama Aviation may be required to obtain import or export licenses or other authorisations, the Customer will assist Gama Aviation to obtain the same and Gama Aviation may to perform any Purchase order or part thereof to the extent that Gama Aviation considers (acting reasonably) that the sale or delivery of any Goods or Services may cause it to be in violation of any non-UK or non-EU or other export or import laws.
- 17.3 The Customer shall indemnify and hold harmless the Gama Aviation Indemnified Parties from and against any and all claims, losses, damages, costs, expenses, and/or liability suffered or incurred and arising from or in relation to non-compliance with the requirements of this clause 17.

18. CONFIDENTIALITY

- 18.1 The Contract and all information including proprietary information or Know-how becoming available or coming into the possession or knowledge of either Party shall at all times be treated by the Parties as confidential and shall not be published, disclosed or circulated except (and only insofar as is necessary) in connection with the performance of the Parties' respective obligations or exercise of their respective rights under the Contract, or as required by applicable law or regulations, or for the purpose of legal proceedings.

18.2 The provisions of clause 18.1 shall survive completion of performance of the Supplies or other termination of the Contract for whatever reason.

19. ENTIRE AGREEMENT

The Contract comprised of these General Conditions, (together with the Special Conditions, if any), and the terms of the Proposal collectively constitute the entire agreement between the Parties in relation to the subject matter of the Contract, with any conflict between parts of the Contract resolved in accordance with clause 1.9. No addition to or variation of any of them after the Effective Date shall have any effect unless in writing and signed by persons duly authorised on behalf of each of the Parties.

20. LAW & JURISDICTION

20.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

20.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1

1. DEFINITIONS & INTERPRETATION

1.1

Additional Work	means any service(s) rendered by Gama Aviation at the Customer's written request, which is/are not included in the priced work described in the Proposal, including but not limited to services provided in relation to defect(s), non- or malfunction(s) that become apparent in the course of or by reason of performance of the Services and which may be referred to in the Proposal as "emergent work".
Affiliate	means, in relation to Gama Aviation, any person that directly or indirectly controls, is controlled by, or is under common control with Gama Aviation, and for this purpose the term "control" means the direct or indirect beneficial ownership of more than 50% of the issued share capital of such person or the legal power to direct or cause the direction of the general management of the person, and the term "associated companies", where used in relation to Gama Aviation, means an entity in relation to which Gama Aviation or an Affiliate holds the direct or indirect beneficial ownership of 24% or more, up to and including 50%, of the issued share capital of such person or the legal power to direct or cause the direction of the general management of the person.
Aircraft	means the aircraft more specifically identified in the Proposal (and/or any annexure thereto) including its Equipment and documentation.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when the clearing banks in England are open for business.
Component	means a component or accessory, which can typically be removed and exchanged at a line maintenance or base maintenance level and is covered by its own component maintenance manual.
Contract	means the contract between Gama Aviation and the Customer for the provision of Supplies.
Customer	means any person, firm or body corporate buying or offering to buy goods and services from Gama Aviation, including the person to whom the Proposal is addressed.
Customer Property	means any item on-board the Aircraft, which does not form part of the Aircraft and is not the property of Gama Aviation (or any of its Affiliates); together with any other goods or property of the Customer (including Goods, title to which has passed to the Customer in accordance with these Conditions).
Effective Date	means the date on which the Contract comes into effect, determined in accordance with clause 1.5.
Engine(s)	means (unless expressly specified otherwise) the engine(s) while fitted to the Aircraft.
Event of Default	has the meaning given to that term in clause 10.
Excusable Delay	means any act, event or omission beyond Gama Aviation's reasonable control, including by way of example but without limitation strikes, lock-outs or other industrial disputes; difficulty in obtaining labour, materials or transport; the act or omission of the Customer and/or a third party; breakdown of machinery, power failure, fire or natural event including flood, war (declared or undeclared), riot, civil commotion, and/or compliance with any law or governmental order, rule, regulation or direction.
Equipment	means, individually or collectively as the context requires, any piece, Part, Component, accessory, Engine or other module assembly or sub-assembly, furnishing or other equipment of any kind, which is installed in or attached to the Aircraft.

Facility	means Gama Aviation's facility where the Services are or will be performed, as specified in the Proposal; provided that if more than one facility is so specified, references in these General Conditions to the Facility shall be to the principal facility where the Services are or will be performed or, as the context requires, to the facility where the Aircraft is located at the relevant time.
Flying Hour	means any period of sixty (60) minutes elapsed between take-off and landing of the Aircraft, as logged in the technical flight report.
Gama Aviation	means Gama Aviation (Engineering) Limited, a company incorporated in England (company no. 07842470).
Gama Aviation Indemnified Parties	means Gama Aviation, its Affiliates and associated companies at any tier and Gama International Saudi Arabia (a company incorporated in Saudi Arabia with Saudi Ministry of Commerce and Industry certificate no. 4030593160 issued on 01.12.1438 i(n the Arabic calendar), together with its and their respective directors, officers, employees, workers and other contracted personnel, (including any members of personnel, whose services are contracted through personal services companies).
Goods	means goods, including Parts and/or Components, supplied to the Customer by Gama Aviation, whether separately or as part of the performance of Services, but excludes Materials.
Intellectual Property Rights	means any and all (i) patents, inventions, designs; together with design rights, copyright and related rights, database rights, trade marks and related goodwill, and trade names (in each case whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) Know-how and rights in respect of confidential information and/or data exclusivity laws; (iv) utility models, applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect, in each case anywhere in the world; and the term "Intellectual Property" shall be interpreted accordingly.
Know-how	means unpatented technical information (including without limitation information relating to inventions, discoveries, concepts, methodologies, models, research, development, and testing procedures; the results of stability studies and tests; manufacturing, compounding and associated processes, techniques, and specifications; and quality control data, analyses, reports and submissions) that is not in the public domain.
Man-Hour	means the allocation exclusively to the Services of one person for the period of one hour.
Materials	means any items used by Gama Aviation in or in connection with the performance of maintenance, repair and/or overhaul services, other than any Parts / Components.
NAA	means, as applicable and as the context requires, a national or international aviation authority with jurisdiction over the performance of the Services, the Aircraft, the Engine(s), the Equipment and/or the Parties, including but not limited to the Civil Aviation Department of Hong Kong (Hong Kong CAD), the Federal Aviation Administration of the United States (FAA), the European Air safety Agency (EASA) and/or the Civil Aviation Authority of the United Kingdom (CAA).
Part(s)	means Components and any and all expendable, consumable or repairable material.
Party	means each of Gama Aviation and the Customer and, if applicable, includes their successors in title, permitted assignees and permitted transferees.
Proposal	means a written proposal issued by Gama Aviation and signed by or on its behalf, which is addressed to the Customer, for the supply of MRO services and/or associated Goods, which may be Part(s). If it fulfils the foregoing requirement, for the purposes of the General Conditions a Purchase Order

	issued by Gama Aviation constitutes a Proposal. For the avoidance of doubt, if more than one version of such written proposal is issued by Gama Aviation, references in these General Conditions to the "Proposal" are references to the latest dated of them.
Purchase Order	means a short form Proposal.
Services	means, collectively or individually, as the context requires, the maintenance, repair and/or overhaul work and services that are the subject of the Proposal, together with such ancillary services as may be reasonably required in connection with the primary services, and (if any) the Additional Work.
Special Conditions	means, if any, the additional terms and conditions set out or referenced in the Proposal, or otherwise agreed in writing between Gama Aviation and the Customer subsequent to the Proposal, which are expressly incorporated into the Contract.
Supplies	means, collectively, the supply of Services and Materials, and the supply of Goods, if any, which are provided by Gama Aviation to the Customer, either pursuant to the Proposal or as Additional Work.
Term	means the period during which the Supplies are provided.
Third Party Services	if any, means the Supplies provided by third parties, including but not limited to supplies of Parts and Materials, and/or supplies of specific services forming part of the Services, but which are not performed by Gama Aviation directly and which may include Component repair or overhaul, non-destructive testing and/or logistics.
Warranty	means the general warranty given in clause 7.1.
Work Order	means any request or notification howsoever made by the Customer to Gama Aviation containing any request for Services to be commenced or carried out by Gama Aviation under the Contract, or notifying Gama Aviation of any specific Aircraft-related information as the Customer may be obliged to provide. The form of any such Work Order may include, but is not limited to, Aircraft-related information received by Gama Aviation from the "CAMP" maintenance management system, draft Purchase Orders, or other written or verbal communication.
VAT	means value added tax and/or any comparable tax levied on the value of the supply of goods and/or services, as applicable from time to time in England.

1. Clause headings are for convenience only and shall not affect the interpretation of these General Conditions.
2. Words in the singular shall include the plural and vice versa, the masculine gender shall include the feminine gender, natural persons shall include legal and juristic persons and vice versa, unless otherwise required or indicated by the context.
3. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
4. Unless expressly specified otherwise, a reference to writing or written includes email.