

Satair General Terms and Conditions

1. Scope

- 1.1. The General Terms and Conditions contained herein (the "Terms") shall exclusively govern and apply to any and all agreements, including but not limited to quotations, proposals, purchase orders, agreements and sales made by Satair A/S, Reg. no (CVR-no.) 78 41 97 17, or any other Satair branded company within Satair Group (collectively "Satair") as well as purchase orders placed by a customer (the "Customer") concerning the products and/or services directly or indirectly supplied by Satair, unless otherwise agreed in writing. The Customer and Satair are referred to individually as a "Party" and collectively as the "Parties".
- 1.2. These Terms prevail over any of the Customer's general terms and conditions of purchase regardless whether or when the Customer has submitted its purchase order or such terms. Any other terms and conditions inconsistent herewith which the Customer might seek to impose shall only apply to the extent that they have been expressly accepted in writing by Satair. Fulfillment of the Customer's order does not constitute acceptance of any of the Customer's terms and conditions and does not serve to modify or amend these Terms.
- 1.3. Satair may at any time amend these Terms without notice. An amendment to these Terms shall not affect the terms and conditions which were in force at the time when any purchase order, quotation, proposals or agreement was presented or accepted.

2. Quotations

- 2.1. Quotations that have not expressly been made binding for a specified period may be revoked by Satair for whatever reason until Satair has received an unqualified acceptance.
- 2.2. Except where expressly stated by Satair, a quotation shall be deemed to have expired thirty (30) days after the date of such quotation, if Satair has not received an unqualified acceptance.
- 2.3. Satair reserves the right to revoke any quotation in the event of factors influencing the price and lead time outside Satair's control including, but not limited to, significant increases in material prices, availability or labour costs.
- 2.4. Satair may apply a Minimum order line value or quantity, and/or standard pack.

3. Purchase orders and order acknowledgements

- 3.1. Purchase orders shall be placed in writing (whether by letter, telefax, or e-mail) or electronically (e.g. via SITA Network, Satair Direct, Spec2000 etc.) as applicable, specifying all appropriate information including, but not limited to, applicable part numbers, descriptions, quantities, price and delivery information as needed.
- 3.2. The provisions of the Terms shall govern all purchase orders irrespective of written or electronically form.
- 3.3. Satair may at its absolute discretion and for any reason accept or reject purchase orders without any liability whatsoever. Quotations and purchase orders shall only be binding upon Satair when a written order acknowledgement has been issued by Satair and only on the conditions contained therein.
- 3.4. Following acknowledgement by Satair and in the event that the parts manufacturer performs technical changes resulting in the original product no longer can be provided, Satair shall be entitled to cancel the purchase order without compensation to the Customer.
- 3.5. No cancellations or modifications are permitted except where expressly accepted in writing by Satair. Cancellation or reduction of a purchase order is subject to Satair being fully indemnified against all costs connected hereto and may be subject to a fee.

4. Prices

- 4.1. Satair reserves the right to adjust its prices commensurate with, i.a. the rise or fall in purchase prices, manufacturing costs, taxes, duties, transport charges, wages and currency fluctuations occurring from the time of quotation until the time of order acknowledgement.
- 4.2. Except in case of a written agreement to the contrary, prices are quoted exclusive of value added tax, custom duty or any other taxes or levies imposed on the products.
- 4.3. Satair assumes no liability for any errors or omissions in the prices submitted.

5. Delivery

- 5.1. In the absence of a written agreement to the contrary, delivery shall be Ex Works any Satair warehouse in accordance with the Incoterms provisions in force at the time of the order confirmation (currently Incoterms 2010).
- 5.2. If no specific means of transportation has been requested, Satair may at its sole discretion and at the expense and risk of the Customer, choose the means of transportation.
- 5.3. If the Customer fails to accept delivery on the agreed date, any payment shall nevertheless be made, as if the products in question had been delivered. If the products have not been picked up on the agreed date, the Customer is liable for all costs including, but not limited to, storage costs.
- 5.4. Satair shall be entitled to make partial deliveries and/or partial performance. In the event of any delay in the delivery of any one or more of the partial deliveries and/or partial performances, Satair shall not be liable for any claim for damages, nor shall the Customer have the right to cancel the purchase order.
- 5.5. Satair shall be entitled to suspend or cancel agreed deliveries in the event that the Customer exceeds the time of payment in relation to any agreement with Satair, suspends payment, goes bankrupt, enters into liquidation or, through other acts or omissions, gives justified cause for concern as to his liquidity.
- 5.6. Satair shall use commercially reasonable efforts to comply with the agreed delivery schedule. However, delivery dates are approximate and Satair shall not be liable for any losses, penalties or damages, including loss of profits, loss of use, incidental or consequential damages or any other direct or indirect losses, which may result directly or indirectly from any delay or non-delivery.

6. General return of products

- 6.1. General return of already delivered products shall only be made with the prior written consent of Satair.
- 6.2. General return of products is subject to Satair being fully indemnified against all costs connected hereto and may be subject to a fee. Any return of products shall be for the account and at the risk of the Customer.
- 6.3. Products returned shall be credited the originally invoiced amount with deduction of a potential return fee and any special costs borne by Satair in relation to the returned products.
- 6.4. General return of already delivered products shall only be accepted when Satair has established by inspection (i) that the products are in new and unused condition, in original packaging, (ii) that full traceability is maintained and (iii) that they have not suffered any damage in transit. Otherwise Satair reserves the right to reject the products.

7. Licenses, approvals and export control

- 7.1. Satair shall not be responsible for obtaining import and export licenses or official approval of the products and any costs related to such licenses and approvals shall be borne by the Customer.
- 7.2. The Customer acknowledges that the products and/or services may be subject to export control laws and regulations, and any supply or use of such products and/or services contrary to such laws and regulations is prohibited.
- 7.3. The Customer shall indemnify and hold Satair harmless against any losses, damages, fees or monetary sanctions imposed as a result of Customer's failure to comply with any applicable export control law or regulation, including but not limited to compliance regulations.

8. Title and risk of loss

- 8.1. Title to the products shall remain with Satair until full payment of the entire purchase price including principal and interest, fees and penalties, if any, has been received by Satair.
- 8.2. Notwithstanding article 8.1, the Customer shall bear all risk of loss of the products in accordance with article 5.1 above.

9. Packing & packaging

- 9.1. Products are supplied in regular packing or packaging free of charge. Cost of special packing or packaging required by the Customer is not included unless expressly stated and shall thus be charged to the Customer.
- 9.2. Satair shall charge all associated costs, where any special packing or packaging is required, e.g. for dangerous goods shipments and/or any products demanding special packaging containers.

10. Certificates and Documentation

- 10.1. Satair Certificate of Conformance (COC) and copies of the original certificates (EASA FORM 1 or JAA FORM 1 or FAA 8130-3 or MFG C of C or OEM C of C) shall be supplied with all parts.
- 10.2. Test reports or other documentation from the manufacturer can be made available upon request and may be subject to a fee.

11. Approval of products, examination and notice

- 11.1. All products shall be examined by the Customer upon arrival.
- 11.2. Notification about any shortages or lack of conformity shall be given in writing to Satair immediately after the Customer has discovered it and in any event no later than two (2) weeks after delivery of the products or services. After this date, and even in the absence of a formal acceptance document, the products and services shall be deemed definitively accepted by the Customer.
- 11.3. Any shortages or lack of conformity, which should or could reasonably have been discovered by the Customer upon delivery, shall not warrant a claim against Satair.

12. Invoicing and payment

- 12.1. The Customer must notify Satair within two (2) weeks from date of invoice if the Customer disputes the invoice in question.
- 12.2. In the absence of a written agreement to the contrary, the Customer shall make payment in cash against any invoice from Satair within quoted and invoiced payment terms as stipulated on the respective invoice.

- 12.3. Payment shall be made in immediately available funds in the quoted currency.
- 12.4. In the event that the Customer fails to effect payment within the due date for payment, interest at the rate of one and a half percent (1.5%) per month (or the maximum amount permitted by law, whichever is higher) on the outstanding balance may be charged, such interest being deemed to accrue on a day to day basis from the due date. Additionally, Satair may charge a fee for reminders for payment to the maximum amount permitted by law.
- 12.5. Satair shall be entitled to withhold or postpone delivery of any product or services until any and all outstanding invoices have been paid in full.
- 12.6. Satair may require full payment in advance or otherwise alter the terms of payment previously specified with respect to future orders.
- 12.7. The Customer is not entitled to set off any claim against payment for the products to Satair and shall have no right to retention or non-payment as a result of any delay, complaint or alleged counterclaim against Satair.
- 12.8. A claim from the Customer shall not entitle the Customer to suspend payment unless the claim has been accepted by Satair.
- 12.9. Satair reserves the right to add an additional fee (up to maximum amount permitted by law). This charge covers the extra cost associated with credit card transaction costs of the underlying transaction. The surcharge will apply to purchases made with a credit card.

13. Liability for defects

- 13.1. This article 13 shall apply in case a defect is caused by Satair's handling or improper storage by Satair. In case the defect is related to a defect in material or workmanship or another error for which the manufacturer is responsible, then article 14 (Warranty) shall apply.
- 13.2. In the event that Satair is liable for a defect according to Article 13.1, Satair's liability is limited to one of the following actions, at Satair's sole discretion; (i) correction of the defect through repair to the extent necessary to return the product to a serviceable condition, (ii) replacement with a product in comparable condition to the original product, or (iii) refund of an amount equal to that paid for the product within a reasonable period of time.
- 13.3. Defects in products supplied by Satair shall not entitle the Customer to cancel the purchase either wholly or in part and the actions described above represent the maximum liability that can be incurred by Satair.
- 13.4. In any event, the Customer loses the right to make any claim in respect of defects if written notice thereof has not been provided to Satair within a period of six (6) months from the date of delivery.
- 13.5. The liability for defects does not extend to defects caused by improper use, e.g. faulty maintenance, incorrect installation, and use other than fit for purpose or alterations undertaken without Satair's prior written consent.
Liability for defects does not cover normal wear and tear or deterioration.
- 13.6. Except as explicitly stipulated above, Satair shall have no liability for defects.
- 13.7. Products belonging to the Customer and sent to Satair for repair, etc., shall be subject to the Customer's own risk and shall not be covered by Satair's insurance policies.

14. Warranty

- 14.1. Products are warranted only in accordance with the limited warranty provided by the manufacturer of the products supplied. Products shall be supplied at the same warranty terms, including warranty period, as are given to Satair by the manufacturer provided that any remaining part of the manufacturer's warranty terms are transferable from Satair to the Customer.
- 14.2. Any warranty claims, defects or the like shall generally be addressed directly to the manufacturer by either the Customer or the ultimate customer ("end-user").
However, claims of warranty breach may be handled by Satair for products, where Satair has been granted extended warranty administration rights by the manufacturer.
- 14.3. The warranty above shall not extend to the product if; (i) it has been used, handled, stored, maintained, installed used or operated other than in accordance with the manufacturer's instructions, product specifications or accepted aviation practice; (ii) it has been subjected to any modification or alteration not authorized by the manufacturer or Satair; (iii) it has been used for purposes other than which it was intended or has been subject to any neglect, accident, incident, abuse or misapplication, or use in development or experimental running.
- 14.4. The Customer hereby waives, releases and renounces all other warranties, guarantees, representations, obligations and liabilities of Satair and acknowledges that Satair makes no warranty either expressly or implied and that Satair also makes no warranties of merchantability or any warranty of fitness for particular purpose, course of dealing, course of performance or usage of trade.
- 14.5. The Customer waives and releases Satair from all warranties and any obligation or liability of Satair arising in tort or from strict liability.
- 14.6. Satair shall not be liable for any direct, incidental, consequential or special damages, including, but not limited to, loss of profit or revenue, or loss of use, incidental or consequential damages or other indirect losses.

15. Product liability

- 15.1. Satair shall be liable for personal injury and damage to consumer products only where it is established that such injury or damage was caused by a defective product delivered by Satair and that the defect was a result of errors or omissions attributable to Satair and caused deliberately or recklessly and with knowledge that damage would probably result.
- 15.2. In all other cases, e.g. in case of property damage to non-consumer products, Satair shall not be liable unless it is established by the Customer that the damage was caused by a defective product delivered by Satair.
- 15.3. Notwithstanding the above, Satair's liability for personal injury and property damage, including damage to consumer products is irrespective of the legal basis for any such liability, shall be limited to ten (10) million USD for any one occurrence and in annual aggregate.
- 15.4. In no event and under no circumstances shall Satair be liable for consequential losses, operating loss, loss of time, loss of production, loss of profits, or other indirect losses.
- 15.5. To the extent that product liability towards a third party shall be imposed on Satair, the Customer shall hold Satair harmless and indemnified for any and all losses or costs and shall accept to be included as a party to any legal proceedings before any court or tribunal where the proceedings against Satair is brought by a third party.
- 15.6. In the event that a third party raises a claim for damages under this article 15 against a Party, the relevant Party shall immediately notify the other Party.

16. Limitation of liability

- 16.1. Satair shall not be held responsible for errors in e-commerce transactions due to breakdown in communication lines either at the Customer's end or at Satair's end.
- 16.2. Satair shall not be liable for any claims, losses or damages of any nature whatsoever, including consequential losses, loss of production, loss of profits or other indirect losses suffered as a result of any failure, delay or partial or imperfect performance in connection with any communication or messages to Satair, including, but not limited to, quotations exchanged via the SITA Network, Satair Direct (Internet), Spec2000 or any other electronic or non-electronic correspondence.
- 16.3. Satair assumes no liability for any errors or omissions in any and all agreements including but not limited to purchase orders, quotations, proposals, agreements and amendments thereto.
- 16.4. Satair shall not be obliged to support the Customer in the event that Satair no longer holds distributor rights to the products in question. In such event, Satair accepts no liability or any request to pay compensation to the Customer.
- 16.5. Unless specifically agreed, Satair's general liability and indemnification shall not exceed ten (10) million USD for any one occurrence and in annual aggregate.
- 16.6. Notwithstanding any other provisions of these Terms, Satair shall not be liable for and/or obliged to indemnify for any indirect and/or consequential losses, including, but not limited to, loss of profit, loss of business and/or loss of revenue.

17. Force majeure

- 17.1. Neither Party shall be liable for any failure to fulfill its obligations provided that the non-fulfillment of the obligations is due to an impediment beyond such Party's control, which could not reasonably have been taken into account, avoided or overcome.
- 17.2. Non-exhaustive illustrations of such circumstances are: acts of God, lockouts and strikes, fire, war, riots, mobilization or military call up of a comparable scope, cyber-attacks, public restrictions, requisition, seizure, ban of imports or exports or other public interventions, natural disasters, vandalism, theft, significantly more expensive supplies from suppliers or sub-suppliers, trade disputes, insurrection and civil commotion, shortage of transport, significant increase of customs fees or any other monetary development, general shortage of materials, lack of transportation, defects or delays in deliveries by suppliers or sub-suppliers and service providers or other similar extraordinary events beyond the Party's reasonable control. The Party wishing to claim relief shall notify the other Party in writing without delay on the intervention and on the cessation of such circumstance. If grounds for relief prevent the Customer from fulfilling his obligations, he shall compensate Satair for expenses incurred in storing, securing and protecting the products.
- 17.3. Notwithstanding other provisions of these Terms, either Party shall be entitled to terminate the agreement by notice in writing to the other Party if performance of the agreement is delayed more than six (6) months by reason of any grounds for relief as described above.
- 17.4. If delay in delivery is caused by any of the circumstances mentioned above in article 17.2., the time of delivery shall be extended having regard to the circumstances in the case.

18. Confidential information

- 18.1. Neither Party shall disclose to any third party any commercial, technical and strategic data or any other confidential information.
- 18.2. Neither Party shall disclose any such confidential information to any employee, third party or other person except where such disclosure is necessary in order to fulfill the obligations under an agreement between

Parties. Notwithstanding the foregoing, Seller shall be entitled to share the Confidential Information with its ultimate parent company and any affiliates and subsidiaries directly or indirectly controlled by said ultimate parent company.

- 18.3. The receiving Party shall protect the confidential information with, at least, the same degree of care as it uses to protect its own confidential information, but in no instance shall such standard be less than reasonable care for highly sensitive data.
- 18.4. The disclosure of any documents, data and other information to the receiving Party shall not be construed as a grant or transfer of any rights, in particular but not limited to intellectual and industrial property rights such as patents or copyrights nor a permission to use such documentation, data or other information.

19. No Waiver

- 19.1. The failure of either Party to enforce at any time any of the Terms or to require performance of the same by the other Party shall in no way be construed to be a present or future waiver of such Terms.

20. Severability

- 20.1. Any provision of these general terms that is held to be invalid or unenforceable (in whole or in part), shall to the extent of such invalidity or unenforceability be deemed severable and the other provisions of these general terms shall not be affected.

21. Governing law & dispute resolution

- 21.1. Any dispute, controversy, disagreement or claim arising out of or under these general terms shall be governed by, subject to and construed in accordance with the material laws of Denmark and shall be settled by arbitration in Copenhagen administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

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