



GENERAL TERMS OF BUSINESS FOR THE PROVISION OF AIRCRAFT MAINTENANCE SERVICES BY THE JETS GROUP OF COMPANIES

These terms and condition alone shall apply to all Services provided by or on behalf of JETS to the exclusion of any other terms or conditions (express or implied) including any documents issued by or on behalf of the Customer.

1. DEFINITIONS

Additional Work means any service rendered by JETS at the Customers written request but not included in the package priced work defined in the Support Agreement.

Agreement means the support agreement together with these terms and where applicable all amendments, or variations as agreed in writing from time to time by the parties.

Aircraft means the aircraft more specifically identified in the Support Agreement and/or the relevant Schedule including engines, auxiliary power unit, fitted components and documentation.

Aircraft Data means all complete and up to date manuals, drawings, relevant work cards, approved maintenance schedules programmes, logbooks, documents and related information which relate to the Aircraft each in revised final formats, but excludes any drawings or matter produced by or on behalf of JETS.

Aircraft Delivery means the agreed time and date for the commencement of the Services.

Aircraft Redelivery means the agreed estimated time and date for the completion of the Services.

APU means the Auxiliary Power Unit and associated components

Business Day means a day on which banks are open for business in London.

Defect means an imperfection in a specific area, or system of the Aircraft which has been revealed as a result of an inspection performed pursuant to the requirements of a routine inspection card and which may be repaired by an individual repair or replacement, including all deferred maintenance and tech log defects. Where more than one defect is directly related to the defect revealed by the routine inspection card inspection then all such directly related defects shall be regarded as a single defect.

Customer On Site Representative or OSR means the Customer, and/or any employee, representative or agent of the Customer, having actual or apparent authority (and whether or not such authority is expressly or impliedly held out by the Customer) to give to JETS any instruction to do any Additional Work including authorisation of the same, any customer requests, or to refrain from doing any act, matter or thing related to the Work Scope.

Customer means the Operator or Owner to whom, or on whose behalf, the Services are supplied or to be supplied by or on behalf of JETS.

Customer Supplies means such Items, Bulk Materials and Aircraft Data to be provided by the Customer.

Excusable Delay means delay in the performance or provision by JETS of any Services under this Agreement whether by reason of Force Majeure (as provided by Clause 12) or as a consequence of a delay by or on behalf of the Owner in performing any of its obligations under this Agreement

Flying Hour means any period of 60 (sixty) minutes elapsed between take-off and landing of an Aircraft as logged in the technical flight report.

Indemnified Parties means each of JETS, and any affiliate, associate, holding, Group or parent company and in each case their agents

and sub-contractors and the respective employees, shareholders, officers and directors thereof.

Hangarage means where the aircraft is located in JETS' hangar or other such hangar as arranged by JETS or otherwise parked on JETS apron or premises.

Latent Defect means any defect, fault, malfunction, error, discrepancy or other technical, electrical or mechanical problem of or in relation to any component, engine, part (whether rotatable, or otherwise) avionics or other item not included directly within the scope of the Services.

Maintenance Schedule means the current maintenance schedule approved by the Manufacturer which has been approved by the relevant Regulatory Authority and which the Customer certifies, represents and warrants to JETS as being valid, current and applicable in all respects;

Regulatory Authority means the Civil Aviation Authority of the United Kingdom of Great Britain or the Federal Aviation Administration of the USA ('FAA'), the European Aviation Safety Agency ('EASA'), or the National Airworthiness Authority ('NAA') or equivalent of the country of registration of the Aircraft as applicable.

Service(s) means the service(s) agreed to be performed, provided, procured or arranged by JETS and purchased by the Customer under this Agreement and/or any Supplementary Agreement.

Taxes means present and future taxes of whatever nature wherever imposed or charged including sales, purchase or value added tax (including but not limited to withholding taxes, levies, imposts, duties, deductions or other charges).

Supplementary Agreement means any further or other agreement between the Parties in relation to the Aircraft

Support Agreement means the agreement for Services between the Parties;

Warranty means the warranty provided under clause 8;

Warranty Period means the a period of 6 (six) months or until completion of 250 (Two hundred and Fifty) Flying Hours whichever is the earlier from the date of completion of the relevant Service on the Aircraft or Item the subject of a claim under the Warranty, or until the next scheduled inspection which requires the repeat of the work comprised in the Service to be repeated or undertaken, whichever period shall be the shorter.

Work-scope means information as provided by the Customer defining the Services to be performed on the Aircraft as defined specified and agreed in the Support Agreement.

Workpack means the Services to be performed by JETS and constitutes all maintenance requirements known to the Customer to be due at the time of provision to JETS.

Pre-Input Meeting means the meeting of the Parties prior to commencement of the Services;

2. OBLIGATIONS OF THE CUSTOMER

2.1 The Customer warrants that as at the date of this Agreement and as a continuing warranty throughout the term of this Agreement, it has obtained all relevant certificates, approvals, consents and/or dispensations required from the appropriate Regulatory Authority or any other authority to allow the Aircraft and Customer Supplies to be delivered into the possession of JETS and for the performance of the Services by JETS, and that each Aircraft and the Customer Supplies have where appropriate been maintained at all times and in all respects fully and completely in accordance with the appropriate Regulatory Authority's requirements as applicable from time to time.

In particular, the Customer represents and warrants (where applicable) that, if it is not the Owner, that it has the full authority and consent of the Owner to enter into and perform this Agreement as if the Owner were a party to it. The Customer shall, if so requested by JETS provide full details of any Owner and evidence of authority.

Unless otherwise expressly agreed by JETS in writing, the Customer shall remain fully liable for and shall indemnify and hold harmless JETS from and against any sums payable under any Agreement or Supplementary Agreement.

2.2 The Customer shall at all times and under all circumstances and for all purposes be solely responsible for the current and continuing airworthiness of the Aircraft.

2.3 The Customer undertakes in a timely manner so as not to delay the provision of the Services to:

2.3.1 Respond with its decision on all matters or queries of whatsoever nature as and when referred to it by JETS from time to time including during the Aircraft input. The Customer OSR or Customer Liaison Engineer shall respond with his decision for all Additional Works, Customer requests and material requests rightly referred to him by JETS within twenty four (24) hours so as not to delay the provision of the Services. Any delay in such signing shall impact the aircraft

Redelivery date which Redelivery date shall, if necessary be extended by a period corresponding to the delay and any consequential further period delay.

The Customer and JETS will hold a pre-input meeting prior to commencing work on the Aircraft. At this meeting the Customer and JETS will agree the interface procedures referred to at Para 6.4 including but not limited to the following:

Work Scope

Additional Work Requirements

Limits for material Purchases requiring authorisation or prior approval by the Customer

Limits for Additional Works requiring prior authorization by the Customer

JETS will produce a set of minutes to record the outcome of the meeting which the Customer shall acknowledge prior to distribution.

2.3.2 Provide/or ensure that:

2.3.2.1 All necessary Aircraft Data (which shall be approved/accepted by the appropriate Regulatory Authority) or other information required by JETS to fulfil its obligations under this Agreement as defined in the Interface Procedures in Clause 6.4 and/or generally under the terms of this Agreement

2.3.2.2 The aircraft, engine logs book and all other necessary documentation whether technical or otherwise (including the Customer's Aircraft Insurance Certificate referred to in Clause 10 hereof) arrive at JETS premises on the Delivery Date.

2.3.2.3 JETS receive, free of charge, all tools peculiar or unique to the Customer's Aircraft installation and equipment as required for the performance of the Services and Additional Works. The Customer shall prepare and hand-over to JETS an inventory list of all loose equipment relevant to the Aircraft on its Delivery Date.

2.3.2.4 The Customer shall supply task cards to JETS at least seven (7) days before the Delivery Date of the Aircraft. In the case where such supply is not possible, JETS and the Customer shall mutually agree delivery timescales to reflect such non-availability.

The Customer shall:

2.3.3 Provide the latest revision standard of maintenance manuals, illustrated parts catalogues, wiring diagrams, customised task cards and structural repair manuals specific to the Aircraft and any other documentation required, in sufficient quantities, to allow JETS to perform the Services and, where JETS is holding such documentation on the Customer's behalf, supply to JETS all revisions necessary to maintain such manuals, publications and drawings to the latest revision standard.

2.3.4 Upon request supply to JETS customised maintenance data, such as wiring manuals, weight and balance manuals and any other documents reasonably requested by JETS to perform the Services and Additional Works. JETS shall expect to hold up-to-date Maintenance Manuals, Illustrated Parts Catalogue and Structural Repair Manual as supplied by the Customer.

2.3.5 On request from JETS, provide any responses under Clause 2 and any material or documentation of whatsoever nature under Clause 2.3, or any other provision, to JETS within 24 hours;

2.3.6 Deliver the Aircraft, and or Customer Supplies and/or engines to the JETS Facility at which the relevant Services are to be performed and collect same therefrom at its own risk and expense in a timely manner and where applicable within the timescales provided;

2.3.7 Ensure that, when its own personnel, its sub-contractors, agents or representatives are working under JETS approval or at an JETS Facility, such persons comply with all relevant procedures, regulations and reasonable requests of JETS as required from time to time;

2.3.8 Pay for the cost of all freight, transport, packaging, Taxes, other costs relating to the movement of Aircraft, Customer Supplies, Items, Aircraft Data or bulk material, including

all relevant Customs and Excise regulatory requirements.

2.3.9 Advise JETS in writing of any Airworthiness Directive ('AD') with full details thereof originated by the Customer's NAA and shall further advise JETS each time such AD is required to be carried out by JETS during the term of this Agreement.

2.3.10 The Customer shall prior to the Redelivery Date advise JETS on all items that require disposal action by JETS. In the event no instructions are received by JETS within fourteen days (14) of Aircraft Redelivery, JETS may dispose of such items in a manner deemed fit by JETS. All costs of disposal shall be charged in accordance with Clause 8.

2.3.11 Whenever possible the Customer shall arrange for the Aircraft to land at JETS' facility with minimum fuel on board and also with all catering/duty free items removed. JETS accepts no responsibility for any aircraft equipment, personal items, catering or duty free goods left on board. Fuel disposal charges may be levied at the discretion of JETS, and any fuel left on board may be disposed of without recompense.

2.4 Any delay resulting from a failure to comply with the obligations of Clause 2.3 shall constitute an Excusable Delay and JETS shall be relieved of any time limits (if any) relating to its own performance obligations and shall be at liberty to postpone any Services and advise the Customer of new dates and any substitute time estimates for completion of affected Services as it in its discretion or determination deems fit.

2.5 The Customer shall Deliver the Aircraft on the date(s) and otherwise as provided by the terms of this Agreement.

2.6 The Customer shall comply fully and in all respects with all obligations on its part under the terms of this Agreement.

3. COMMENCEMENT AND TERM

3.1 This Agreement supersedes all prior agreements, understandings and

representations made between the parties, whether written or oral and represents the entire agreement of the Parties with regard to the provision of the Services.

3.2 Orders for individual Aircraft inputs shall become effective upon signature by both parties of the Support Agreement and payment by the Customer of the agreed amount (whichever is later) and shall detail the scope of work, applicable cost & charges, Delivery and Redelivery dates.

3.3 In the event of any conflict between this Agreement and the Support Agreement, the provisions of the Support Agreement shall take precedence to that extent.

3.4 No variation of the terms of this Agreement shall apply unless such variation is in writing and signed by the authorised representatives of JETS and the Customer respectively.

4. AUTHORISATION OF WORK

4.1 The Customer shall authorise JETS to carry out the Work Scope as detailed in the Support Agreement for Continuing Maintenance Support by signing the Support Agreement.

4.2 Any Additional Works and Customer Requests not arising directly as a result of the accomplishment of the Services to be performed including any additional aircraft ground time if required shall be mutually agreed in writing and shall be costed in addition to the charges stated in the Support Agreement.

4.3 The Parties acknowledge and agree that the charges stated in the Support Agreement for the performance of the Services are calculated on the basis that, and are conditional upon, the Aircraft having been maintained in Authority and all repairs having been carried out on the Aircraft in accordance with the Aircraft Structural Repair Manual as published and approved by the OEM and/or in accordance with published manufacturer's instructions and data. If so requested by JETS from time to time, the Customer will substantiate the same by reference to the technical records

for the Aircraft. In the event and to the extent that it transpires that the Aircraft has not been maintained or repaired (or such repair cannot be substantiated) as set out in this Clause 4.3, JETS will notify the Customer thereof, and the Parties agree that any additional work to be performed or Materials to be provided as a result of such failure to maintain or repair the Aircraft to such schedule shall be deemed to be excluded from the Services and shall therefore be dealt with as Additional Works to be performed by JETS in accordance with and subject to Clause 8.5 of this Agreement at such extra cost and expense of the Customer.

5. DELIVERY, REDELIVERY & TURN AROUNDTIME

5.1 Delivery

5.1.1 The Customer shall deliver the Aircraft to JETS Facility by no later than 1700 hours on the day prior to scheduled commencement of the Work Scope.

5.1.2 When the Aircraft is delivered, an "Aircraft Delivery Receipt" shall be completed and signed by both the Customer and JETS. Within 24 hours of aircraft delivery, the Customer and JETS shall jointly conduct an inspection of the cabin interior and mutually agree to and document the scope of the cabin interior repair services (if applicable) to be performed by JETS.

5.1.3 In the event that the aircraft delivery to JETS is delayed, then the Customer shall immediately notify JETS. Where possible JETS will attempt to mitigate the effects of any such delay but reserves the right to charge waiting time in accordance with the standard labour rates contained herein together with parking or hangarage charges where applicable. In the event that the delay results in JETS being unable to accommodate the Services the Parties shall discuss arrangements for rescheduling. All costs and expenses incurred under this Clause will be charged to the Customer's account and shall be treated as a Debt under this Agreement.

5.2 Aircraft Redelivery

5.2.1 Additional Aircraft ground-time if required for performance of Additional Works such as major defect rectification arising from the Services or Additional Work as requested by the Customer shall be subject to mutual agreement between the Customer and JETS. In such an event, the Redelivery Date as specified in the Work Order shall be extended accordingly and confirmed by JETS to the Customer.

5.2.2 The Customer or the Customer's On Site Representative shall accept the Aircraft by the signing of an "Aircraft Redelivery Certificate" on the completion of the Services and after satisfactory completion of ground acceptance tests prior to aircraft redelivery.

5.2.3 All acceptance, maintenance flights or air tests required shall be carried out by the Operator at its own arrangement, expense and risk.

5.3 Turnaround time

As set out in the individual work order acceptance.

5.4 Failure to Deliver

Should the Customer fail to deliver the Aircraft in accordance with these terms, JETS shall be entitled (but not obliged) to accept such failure as a repudiation of contract and reclaim all applicable contractual damages by way of compensation, including, without limitation, all costs and expenses associated with the input together with loss of profit. Such claim shall be without prejudice to all other remedies available to JETS at common law and in equity.

6. SCHEDULING

6.1 If, after delivery of the Customer's Aircraft to JETS facility, the Aircraft is held pending:-

6.1.1 Receipt of the Customer's instructions; and/or

6.1.2 The Customer's approval of cost estimate (if requested); and/or

6.1.3 Receipt by JETS of initial or subsequent payment(s) of monies required to be paid hereunder on the due date for any payment (if applicable); and/or

6.1.4 Receipt by JETS of the Customer's supplied parts or accessories or documentation as provided under Clause 6.4 hereof; and/or

6.1.5 Supply or delivery of any part or component by any customer-appointed sub-contractor or third party contractor where Customer approval is required and/or

6.1.6 Completion of any acceptance tests and/or issue of the Delivery Certificate by the Customer in accordance with Clause 5.1, then, acting reasonably JETS reserves the right to remove the Aircraft from its work-in-progress line and place it in storage, and the Customer shall bear all properly and reasonably incurred costs, including parking, hangarage and other costs and expenses and risks as a result of such delay.

6.2 All costs incurred under this Clause will be charged to the Customer's account and shall be treated as a Debt under this Agreement.

6.3 In the event of any delay, whether pursuant to this Clause or otherwise, JETS shall have the right to extend the turnaround time by the same period of the resulting delay or more, where the latter case shall be subject to the written concurrence of both parties.

6.4 Interface Procedures

6.4.1 To provide for the administration of the Services JETS shall assist in the establishment of interface procedures in consultation with the Customer prior to commencement of the Services. These procedures shall provide additional information necessary for the day-to-day administration of the provision of the Services.

6.4.2 The Interface Procedures may be amended from time to time following consultation with the Customer.

6.4.3 As part of the Interface Procedures, the parties shall hold regular meetings as required, including but not limited to Contract Review Meetings, Workscope Planning Meetings, Technical Meetings, Quality Meetings.

7. PAYMENT TERMS AND TITLE

The Customer shall pay JETS for Services performed as set out in the Support Agreement and/or any purchase order or invoice.

7.1 Unless more specifically defined within the Schedules, all payments shall be made in the currency stated in the Support Agreement and the full amount of the Work Scope shall be payable in full in advance of commencement of the Services. Prior to redelivery, the sum of all known charges for Additional Work, materials and services together with any outstanding payments, or interest or other charges, shall be payable immediately in full. The balance of any other invoices shall be payable immediately upon issue of JETS' invoice unless provided otherwise in the Support Agreement.

JETS reserves the right to submit supplementary invoices which will be payable immediately upon issue by JETS. The balance of any other invoices shall be payable immediately upon issue of JETS' invoice unless provided otherwise in the Support Agreement.

7.2 All payments to be made by the Customer under this Agreement shall be made to JETS in same day cleared funds not later than 1.00 p.m. in London on the due date by telegraphic transfer to the bank account specified in the covering purchase order invoice.

Any banking charges resulting from the telegraphic transfer or any banking transactions resulting will be borne by the Customer and paid in addition.

7.3 If any payment by the Customer would otherwise fall due on a day, which is not a Business Day, the due date shall be brought forward to the immediately preceding Business Day.

7.4 Any sums, which are received or recovered from the Customer by JETS, shall be

applied in or towards satisfaction of any amounts due and payable in such order of application as JETS may decide.

7.5 Should the Customer have a bona fide dispute in respect of any charges then the Customer shall notify the JETS Credit Manager of the nature of such dispute in writing within 7 (seven) days of date of the invoice and shall provide full details thereof together with any supporting documentation. The full amount of the Invoice shall remain payable on the due date. Any invoice or part thereof not disputed within 7 (seven) days shall be deemed to be accepted and payment shall be made as specified in the relevant Schedule.

7.6 Any amount overdue for payment by the Customer shall incur a compound interest charge of 2% (two percent) for the calendar month in which it falls due. Thereafter interest shall be charged at 2% (two percent) per month or part thereof (both before and as well as after any judgement) until actual payment is received in cleared funds. Interest shall be immediately payable on demand.

7.7 All amounts due from the Customer hereunder shall be paid in full, without any form of set-off, withholding, deduction, cross-claim, counterclaim, or condition and free and clear of any tax deduction except a tax deduction which the Customer is required by law to make. In the event of any such mandatory deduction the Customer shall pay such additional sum as when grossed up shall result in the receipt by JETS of the full amount before any such mandatory deduction.

7.8 Any Taxes (other than those assessed upon or chargeable by reference to income or profits), arising from or in any way related to this Agreement (including, without limitation, value added tax) shall be chargeable to the Customer. If the Customer is required by law to make a tax deduction from any payment:

7.8.1 The Customer shall notify JETS as soon as it becomes aware of the requirement;

7.8.2 The Customer shall pay the tax deducted to the appropriate taxation authority promptly and in any event before any fine or penalty arises;

7.8.3 The amount due in respect of the payment shall be increased by the amount necessary to ensure that JETS receives and retains (free from any liability relating to the tax deduction) a net amount which, after the tax deduction, is equal to the full amount which it would otherwise have received.

7.9 Time shall be of the essence regarding all payment obligations.

7.10 If the Customer shall fail to make full payment of any sum on the due date, then without prejudice to any right or remedy available to it, JETS shall be entitled to :-

7.10.1 Draw from the Bank Guarantees (if any) required to be provided under the Support Agreement any sum due and payable under this Agreement (or any other agreement with the Customer); and/or

7.10.2 Cancel the Agreement forthwith in whole or part; and/or

7.10.3 Suspend any performance of the Services and Additional Works and shall be entitled to remove the Aircraft from their hangar and place outside. In either case JETS shall be entitled to charge an additional daily amount in respect of hangarage and/or parking charges which shall accrue on a daily basis (or part thereof) as applicable from time to time at the applicable rate to be determined by JETS ; and/or

7.10.4 Appropriate any payment made by the Customer to such of the Services and Additional Works as JETS thinks fit.

7.10.5 Remove from the aircraft any items supplied by JETS for which payment has not been received in accordance with this Agreement.

7.11 In addition to any right of lien to which JETS may by law or in equity be entitled, JETS shall be entitled to a general and particular lien over all the property of the Customer (including the Aircraft and its respective log book and technical records) which may from time to time be in the possession or control of JETS for all claims and moneys payable by the Customer to JETS under this Agreement and / or any other

agreement between the Customer and JETS. During the currency of the lien, the Customer shall pay any reasonable charge and expenses, in relation thereto, including storage and insurance charges in respect of the Aircraft or other property held by JETS pursuant to this clause.

7.12 Any credit terms agreed to by JETS are based upon and are conditional upon information available at the time the Agreement is signed. If in the opinion of JETS the Customer's circumstances, as evidenced by such information, change materially, or if JETS is unable to maintain its credit insurance in relation to this Agreement, JETS reserves the right in its discretion either to cancel or re-negotiate any such credit terms.

7.13 Retention of Title

Title to any Parts, materials or goods provided, supplied or procured by or on behalf of JETS under this Agreement shall not pass to the Customer until JETS receives payment in full (in cash or cleared funds) for all sums due and payable to JETS in respect thereof or otherwise payable under this Agreement. The provisions of this clause 7.13 are without prejudice to the rights provided by clause 13 of this Agreement.

Provided that title to any hired or lease exchange items shall only pass in accordance with the terms and conditions of any supplier thereof and as provided by these Terms.

7.14 Where any Component is supplied on an exchange basis and fitted to the Aircraft title to such component shall pass from JETS to the Customer and/or the Owner on completion of such exchange. Title to the removed Component shall at the same time pass to JETS. Title to any Component supplied on sale shall pass to the Owner on fitment to the Aircraft. Title to any Component supplied on loan by JETS shall be retained by JETS. For the purposes of this provision Component shall mean any Instrument, mechanism, equipment, part, or accessory, including a complete airframe or power plant, that is used, or is intended to be used, in operating or controlling an

aircraft in flight, or is installed in or attached to the aircraft, that has a part number or a serial number allocated by the product manufacturer, unless the manufacturer has designated such an item as a standard part:

7.15 Both the Customer and the Owner each warrant to JETS that where they transfer title to any replaced or exchange Component they do so as legal and beneficial owners thereof and that each Component shall be free and clear of all liens, charges and other encumbrances.

8. PRICING AND PRICE ESCALATION

8.1 All prices quoted are exclusive of UK Value Added Tax (VAT) .Where the Services or charges are subject to VAT the Customer shall be liable and shall pay such VAT to JETS at the prescribed rate.

8.2 If required, the Customer shall provide JETS with documentation to prove, to the satisfaction of HM Customs & Excise, the import into or the export from the United Kingdom of the Aircraft so that the charges levied by JETS under this Agreement may be relieved of UK Value Added Tax. Should such tax apply to any transaction under this Agreement, such increase in cost shall be borne by the Customer.

8.3 In the event that any other Taxes, duties or other fiscal impositions are imposed outside the United Kingdom in respect of the Work then the same shall be for the account of and be borne by the Customer who hereby agrees to indemnify JETS from and against any liability in respect of the same howsoever arising.

8.4 Price Escalation Provisions

8.4.1 All prices within the Support Agreement of this Agreement are fixed for the duration of the specific works contract only and shall be subject to annual review by JETS on the anniversary of the commencement of this Agreement.

8.4.2 JETS shall have the right to increase the pricing of Parts, Services and Additional

Works to reflect any increase in cost to JETS which is due to any changes or special requests by the Customer such as additional part searches, multiple RFQ's per part, inclusion of Additional Works or any delay caused by failure to instruct or inadequate instruction or delay in the delivery of Customer's supplied materials or components on the part of the Customer.

8.5 Labour

The estimation of man-hours for Additional Works shall be based on the best knowledge and historical experience of JETS and where specified in the pre-input meeting shall be subject to the agreement of the Customer On Site Representative in writing. A standard labour rate as defined in the Support Agreement shall apply for performance of all Additional Works and shall include the following. In the absence of a defined labour rate in the support agreement the following rates shall prevail or any increased current rate then applicable as may be notified by JETS:

- (i) Airframe Engineering:- £74/hr
- (ii) Avionics Engineering - £79/hr
- (iii) Stores / Logistics and Planning - £50/hr
- (iv) JETS Technical Department Support - £90/hr

8.5.1 Non-routine defect rectification not included within the Basic Contract Price arising from the Services shall be charged as Additional Works.

8.5.2 Wherever applicable, all non-routine defect rectification arising from inspection and repeated inspection items called out in the Service Bulletins and Airworthiness Directives shall be charged as Additional Works.

8.5.3 Additional works requested by the Customer which are not expressly included in the Support Agreement shall be charged as Additional Works, including but not limited to additional part searches, multiple RFQ's per part and JETS technical department support.

8.5.4 Engineering Services required for accomplishment of Customer's modification design shall be charged as Additional Works.

8.5.5 Repairs not included in the manufacturer's Structural Repair Manual and other non-standard repairs shall be charged as Additional Works.

8.5.6 Materials - All Material supplied by JETS shall be re-charged at cost plus a mark-up defined in the Support Agreement subject to a minimum charge of the greater of 10% or £50.

8.5.7 Services- All additional Services supplied by JETS shall be re-charged at invoice cost plus a mark-up defined in the Support Agreement.

In addition where applicable, the following fees shall also be charged:

- (i) a warranty processing fee of £250;
- (ii) an Rapid Response Team administration fee of £250;
- (iii) where work is outsourced or sub-contracted a percentage mark-up will be charged as provided in the Support Agreement or otherwise notified in writing;
- (iv) Where work is stopped, interrupted or suspended by reason of any breach, default or failure on the part of the Customer under the terms of this Agreement then JETS shall be entitled to charge a new fixed price to re-open the Workscope/workpack and recommence works.

8.5.8 Any and all OEM charges for the issue of structural repair concessions, certification documentation or other Engineering Assistance will be the responsibility of the Customer. Where JETS incurs the costs on behalf of the Customer they will be re-charged to the Customer as provided in the Support Agreement.

8.5.9 Corrosion and incoming defects shall be included as Additional Works.

8.5.10 In the event that significant defects and/or Additional Works are identified JETS reserves the right to submit additional invoices in respect thereof and to require payment thereof in full prior to the redelivery of the Aircraft.

For the avoidance of doubt, where components are removed for off-aircraft functional check/testing/overhaul or for any other reason not specifically called for in the Services this shall be considered as Additional Works. Where JETS incurs any costs on behalf of the Customer they will be re-charged to the Customer as provided by the Support Agreement.

8.5.11 JETS may be required to arrange the provision of an exchange for an item, part or unit on behalf of the Customer.

In such event, should there be an inspection, examination or survey to be undertaken or completed by a supplier, either as a condition of the exchange or for repair, overhaul or restoration of the part or unit exchanged, any further costs either quoted or estimated, shall be for the Customer's account.

Should the supplier declare any item, part or unit to be beyond economic repair in accordance with its own terms of business ("BER"), then any such finding of BER shall be binding and conclusive on the Customer who agrees to accept such finding. Should the item, part or unit be BER the Customer accepts that the supplier will raise a further invoice to cover the additional cost in respect of the difference between the exchange price and full list price for the item, part or unit found to be BER (the "BER Cost").

Any replacement item, part or unit which is leased on behalf of the Customer shall also be at the cost and expense of the Customer (the "Hire Cost").

The BER Cost and the Hire Cost shall individually and collectively be the "Additional Supplier Costs"

All Additional Supplier Costs shall be paid in full to JETS immediately on invoice (in addition to any other invoices) or security provided to JETS in such sum and format as JETS may determine, to cover all such costs

and expenses before the Aircraft or any part or unit shall be released.

The Customer shall indemnify and hold harmless JETS in full from and against all Additional Supplier Costs.

8.6 Waiting Time –

Any additional man-hours incurred due to the delay of Customer's material/components or support shall be borne by the Customer at the standard Additional Works rate.

8.7 Subcontract Work - Subcontract work shall be charged at invoice value (inclusive of freight, insurance, VAT and handling) plus a handling and administrative charge as defined in the Support Agreement.

8.8 Local Handling and Miscellaneous Charges

8.8.1 The charges for handling aircraft rotables and modification kits and materials shall be charged to the Customer at the administrative charge as defined in the Support Agreement.

8.8.2 Any other local charges incurred on behalf of the Customer will be charged to the Customer at invoice value plus a handling charge as defined in the Support Agreement.

8.8.3 The Customer shall be liable for all Government charges associated with the operation of the Aircraft including landing and take-off fees and apron parking charges. For Aircraft fuelling, hotel charges and freight charges or any other charges incurred by JETS on behalf of the Customer, JETS shall invoice the Customer at cost plus a handling charge as defined in Support Agreement. These costs are to be paid by the customer prior to aircraft departure; where it is not possible to provide a detailed invoice, JETS will invoice based on a fair estimate of these charges, with a final adjustment of the invoice and any repayment to follow in a timely manner.

8.8.4 If a Test flight is necessary the customer will authorise the flight to be carried out and shall be responsible for ALL charges and liabilities or obligations

associated directly or indirectly with the Test Flight.

8.9 Standard Of Services

JETS' undertakes that the Services shall be carried out with reasonable skill, care and diligence in accordance with good industry practice and that, at the time of supply, the Services shall:

8.9.1 Conform to the specifications (if any) agreed with the Customer;

8.9.2 Comply with the requirements of the Regulatory Authority based upon the Aircraft Date provided by the Customer and provided that JETS shall accept no liability for any breach, failure, discrepancy or non-compliance of the obligations of the Customer under this Agreement with regard thereto;

8.9.3 Conform to manufacturer's instructions where appropriate.

8.10 Warranty

8.10.1 JETS warrants that its Services will be in accordance with good aviation practice and be free from defective workmanship. This warranty is restricted to those instances which, in the joint opinion of JETS and the Customer, reveal defective workmanship by JETS in relation to specification of the manufacturer of the part involved, and this warranty does not extend to any claim, purported claim, failure or damage attributable to :-

8.10.1.1 Any latent defect, rust, corrosion or the entry of foreign materials, bird strikes, lightning strikes.

8.10.1.2 Failure to operate and / or maintain, preserve, or care for the parts / Aircraft in accordance with the manufacturer's specifications or aviation authorities requirements.

8.10.1.3 Any repair or alteration by parties other than JETS.

8.10.1.4 Any part upon which no work was performed by JETS.

8.10.2 The obligation and responsibility of JETS under this warranty is expressly limited to the cost of the labour and material required to replace or repair at either JETS facility or a mutually agreed location, the damaged or defective part which defect or damage is caused solely and directly by the defective workmanship of JETS provided that the Customer for whom the Services was performed by JETS has advised JETS in writing of any claim of defective workmanship within seven (7) days from the date of discovery of the claimed faulty workmanship, and provided that the aircraft and/or the part shall have been returned to JETS within thirty (30) days after the discovery of the claimed faulty workmanship, and provided further that the defect shall have been discovered within the time scales defined in the Support Agreement terms. In any case, JETS obligation and responsibility under this warranty (8.10 above) and this Agreement is expressly limited not to exceed the lesser of either;

8.10.2.1. The maintenance/modification charge paid by the Customer to JETS; or

8.10.2.2 To the cost of repair or replacement at the fair market value of such parts at the time of delivery of the aircraft to JETS.

It shall be the Customer's responsibility and cost to return the aircraft to JETS.

8.10.3 If the Customer makes a claim of defective workmanship in accordance with the limitations stated in the preceding clauses, and the part is delivered to JETS for determination of the validity of the claim, JETS will make such teardown or disassembly of the part as required to disclose the claimed defective work (said teardown to be made in the presence of the representative of the Customer, if so desired, after which a written teardown report will be submitted to the Customer.

8.10.4 In the event that the teardown report shows no defective work by JETS, the Customer will be required 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 JETS or its sub-contractors prevailing hourly rate. In the event that the teardown report shows defective work by JETS, then JETS will be required to pay all costs of the teardown report to include transportation, disassembly, clean-up and inspection.

8.10.5 The Customer making a claim against JETS for defective workmanship under this warranty will be required to send the Aircraft to "a mutually agreed location" for the work to be accomplished under this warranty. The costs for labour or material handling charges shall be no more than the contractual rates between the Customer and JETS specified in the relevant Support Agreement. All transportation costs shall be mutually agreed.

8.10.6 The term "part" used herein refers to an individual accessory or to a complete assembly or sub-assembly or parts of an Aircraft. If JETS shall be obligated to rework or repair any such part in whole or in part under the terms of this warranty, such obligation shall not extend to the warranty applicable to any related part and that such repaired or reworked part shall be subject to the unexpired portion of the warranty period.

8.10.7 Except as expressly stated herein, JETS makes no other warranty and shall not be liable under any other warranties whether expressed or implied.

8.10.8 This 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 herein or by applicable law. JETS shall not be in any way liable or responsible to the Customer under this warranty clause in the event any monies due or owing hereunder has not been paid by the Customer to JETS on due date as provided under this Agreement.

8.10.9 The Customer has all necessary power and authority to enter into and perform its obligations hereof under this Agreement and to deliver any Aircraft for Services and Additional Works to be

performed by JETS; that the Customer has obtained all necessary consents, approvals and authorisation for the Services and Additional Works to be done by JETS, whether from lenders, lien holders, owners, lessors or any other third parties; and that the execution, delivery and performance of this Agreement 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.

8.10.10 Provided that for paint the following warranty shall apply:

8.10.10.1 Colours

Colour Schemes, if not produced to an exact scale drawing, will only be an interpretation of the sketch/photography supplied.

Colours used, if not exactly specified (by colour, shade and manufacturers code) will be the nearest alternative.

8.10.10.2 Defects

The Customer has to examine the aircraft/vehicle/item on completion of the painting contract before removal, for defects, alleged omission and inputted poor standards of workmanship or materials.

In the case of agreed justified complaints, the Company shall rectify those complaints, or carry out remedial work if within the Company's power, providing the aircraft/vehicle/item either remains at our facility or is returned as appropriate within a reasonable time to our facility, the Customer being responsible for any expense incurred in that eventually.

Where quality of work/materials is concerned, the Company advises that such are carried out, or are provided, to valid European standards of quality specification, and are of the top quality valid to the work concerned and or a high technical standard.

Where the Customer, within a period of six months from the date of delivery/collection proves to the reasonable satisfaction of the Company, that the goods supplied or the

service performance are defective due to faulty workmanship or defective design by the Company, the Company shall at its discretion credit the customer with the price paid by the customer in respect of the defective goods or services or remedy the defect at its own cost

FOR THE AVOIDANCE OF DOUBT THIS WARRANTY SHALL EXTEND ONLY TO THE SERVICES AND SHALL NOT INCLUDE OR EXTEND TO ANY PART OR PARTS OR COMPONENT SUPPLIED BY OR ON BEHALF OF JETS.

9. INDEMNITY, LIMITATION AND EXCLUSION OF LIABILITY

9.1 Other than the warranties given to the Customer in Clause 8.10 above or the liabilities set out in this Clause 9, all conditions, warranties, representations or obligations whether express or implied, statutory or otherwise, which may impose any liability on JETS arising directly out of or in connection with the performance of the Services and Additional Works are hereby expressly excluded, waived and renounced by the Customer.

9.2 JETS shall not be responsible or liable for any loss or damage to the Aircraft or property, including but not limited to property belonging to the Customer, injury to or death of any person, howsoever arising, occurring or discovered, whether the same were in the possession of JETS or otherwise, except to the extent caused solely and directly by the gross negligence and / or wilful misconduct of JETS, its parents, directors, officers, employees, agents and sub-contractors (the "Indemnified Parties").

9.3 Whilst under JETS care, custody and control the Aircraft, Customer Supplies and Customer property shall at all times be and remain at the Customer's risk. JETS shall only be responsible for loss of or damage to the Aircraft, Customer Supplies and the Customer's property, if such loss or damage is caused by an act or omission on the part of JETS, either done deliberately with intent to cause loss or damage or recklessly and with the knowledge that such loss or damage shall

probably result and in any event subject always to the exclusions and/or limitations as to liability contained in this Agreement

9.4 Save as expressly provided in Clause 9.1 to the full extent permissible under applicable law, the Customer hereby indemnifies and forever holds harmless the Indemnified Parties from and against any and all claims, demands, proceedings, costs, expenses (including but not limited to legal fees and disbursements) and liabilities irrespective of when the same shall be made or incurred and howsoever arising and of whatsoever nature whether in any tort, in contract, statute or otherwise at law in respect of:

9.4.1 Loss of or damage to any property (including, but not limited to, the Aircraft Customer Supplies and the Customer's property); and

9.4.2 Death of or injury to persons including but not limited to the Customer's employees, officers and directors, agents and sub-contractors; and

9.4.3 Any infringement of third party rights including patents trademarks, trade names, copyright or other intellectual property rights, arising from the performance or provision of the Services including (without limitation) any rights vested in information supplied by the Customer for use by JETS in performing the Services; and

9.4.4 Any act or omission of the Customer, its employees, officers and directors (including, but not limited to, personnel of the Customer's agents and sub-contractors), and any third parties; arising out of or in connection with or in consequence of the performance of the Services.

9.5 To the fullest extent permitted by any applicable law:

9.5.1 The provisions of clauses 8, and 9 are in substitution for, and exclude, all other warranties whether express or implied, including but not limited to fitness for purpose, satisfactory or other quality and standard of workmanship;

9.5.2 Save as is expressly provided under clauses 8.10 and 9 JETS shall not be liable in negligence or any other tort, in contract, agreement, statute or otherwise at law or in equity, to the customer at any time for loss of, or damage to the aircraft or the customer's property or customer supplies, arising out of the performance or non-performance of the services;

9.5.3 For avoidance of doubt the obligations and liabilities of JETS under clauses 8.10 and 9 hereof are in lieu of and shall expressly exclude any other liability of JETS to the customer or to any other person howsoever arising for direct, indirect, incidental or consequential damages (including without limitation loss of revenue, loss of profits or loss of agreements) regardless of whether any claim for such damages be based upon contract or in negligence or any other tort, in agreement, statute or otherwise at law or in equity and any other such claim is hereby expressly waived by the customer.

9.5.4 JETS shall not be liable to the Customer for any consequential damage or indirect loss, howsoever arising. JETS will not be responsible in any way to the Customer or any third party for any loss, damage, claim or demand, including consequential and incidental damages, arising out of or resulting from contractual, tortious or other actions or obligations of the parties but in no circumstances shall JETS be liable for any indirect or consequential loss.

WITHOUT LIMITING THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY ON THE PART OF JETS UNDER NO CIRCUMSTANCES SHALL JETS BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM OR AS A RESULT OF ANY LATENT DEFECT OR OTHER ISSUE OUTSIDE THE SCOPE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT

10. INSURANCE

10.1 The Customer shall at the time of signing this Agreement provide evidence

satisfactory to JETS that it has in full force and effect appropriate insurance acceptable to JETS in respect of the Aircraft, Customer Property, Customer Supplies, or other goods subject to the Services. Such insurance must include:

10.1.1 Aviation third party liability and comprehensive general third party liability coverage in such minimum sums(s) as JETS shall from time to time specify;

10.1.2 All risks (including war) to the full market value of the Aircraft, Customer Supplies and Customer Property in respect of loss of or damage whilst flying or on the ground; and

10.1.3 All risks (including war) to the full market value in respect of all and any consignment stock supplied to the Customer under this Agreement.

10.2 Such insurance shall also name the Indemnified Parties as additional assureds for their respective rights and interests subject to a severability of interest clause and shall:

10.2.1 Provide that the Indemnified Parties shall not be prejudiced by any breach of warranty or other act or omission (including misrepresentation and non-disclosure of any person or party) which may render a claim by the Customer under the policy void or voidable provided that the party so protected has not contributed to or knowingly caused the said act or omission;

10.2.2 Provide that such insurances shall be first to react and primary to any other similar cover already held by the Indemnified Parties;

10.2.3 Accept the provisions of Clause 9 expressly waiving all and any rights of subrogation against the Indemnified Parties in respect of any matters for which JETS has rights of indemnity under Clause 9.2;

10.2.4 Provide not less than 30 (thirty) days advance written notice (or such other period allowed under the relevant policy) to JETS of cancellation or material alteration or reduction in the insured values or value of perils insured against.

10.3 The Customer hereby warrants that it shall maintain in full force and effect such insurance for the period of this Agreement, and for a period of 18 (eighteen) months following termination or expiry of this Agreement and shall, on demand, provide evidence acceptable to JETS of the maintenance of such insurance.

10.4 The Customer shall be responsible for any deductible payable under the insurances detailed above.

10.5 JETS undertakes that at the time of signing this Agreement it has in full force and effect insurance in respect of hangar keepers liability up to a maximum of US \$100,000,000 (one hundred million US Dollars) any one claim or occurrence, and in respect of aviation third party liability of no less than US \$100,000,000 (one hundred million US Dollars) in the aggregate.

10.6 JETS hereby warrants that it shall maintain in full force and effect the said hangar keepers insurance for the duration of this Agreement, and the said aviation third party liability insurance for a period of 18 (eighteen) months following termination or expiry of this Agreement and shall, on demand, provide evidence to the Customer of the maintenance of such insurance.

10.7 Special Insurance Provision

The Customer's insurance policy required under Clause 10.1 shall further satisfy the following requirements:

10.7.1 With respect to Comprehensive Airline Aviation Liability Insurance, JETS, its parents, directors, officers, agents, subcontractors and employees shall be included as additional assureds ("**Additional Insureds**") as their respective rights and interests may appear;

10.7.2 Each policy shall contain a Breach of Warranty Clause in favour of the Additional Insureds, in form satisfactory to JETS;

10.7.3 Solely with respect to Comprehensive Airline Liability Insurance:-

10.7.3.1 Such insurance afforded the Additional Insureds shall be primary and

without any right of contribution from any insurance which is carried by the Additional Insureds;

10.7.3.2 Such insurance as is afforded the Customer under the policy shall apply to liability assumed by the Customer under any contract or agreement and includes this Agreement; and

10.7.3.3 Such insurance shall provide a cross liability/severability of interests clause in favour of the Additional Insureds.

10.7.4 Each policy shall provide the Additional Insureds thirty (30) days (seven (7) days or such shorter period as may be customary in the case of War Risks and Allied Perils Coverage) notice of material change and/or cancellation of insurance and that such cancellation or material change shall not be effective as to the benefit and/or interest of the Additional Insureds for thirty (30) days after written notice of such cancellation or material change is received by the Contractor.

10.7.5 Each policy shall contain and hold harmless and full waiver of underwriters rights of subrogation in favour of the Additional Insureds.

10.7.6 All the Customer's insurance required as listed above will not be invalidated by any act or omission or breach or violation by the Customer or any other party of any of its obligations contained in any policy

11. COMPLIANCE WITH LAWS

The Customer undertakes that it shall be responsible for compliance with all applicable import and export customs regulations and formalities, including payment of fees, duties, taxes and levies incurred and / or payable according to and / or under the laws of England and the application to the relevant authorities for any required licences and any authorisations and shall indemnify and hold harmless JETS from and against any claims, costs or liabilities with regard thereto.

12. FORCE MAJEURE

12.1 Neither party shall be liable for any failure to perform its obligations (excluding payment obligations) or delay in performance of the same under this Agreement where such failure or delay is due to Acts of God, war, invasion, or military action, acts, orders, regulations of Government, the United Nations or any like constituted body, civil disturbance, strikes, lock outs, trade disputes causing cessation or slow-down of work, or inability to procure material after due and timely diligence, late deliveries from sub-contractors or suppliers breakdown of machinery, fire, flood or accident or any cause beyond the control of either party whether or not similar to the causes specifically mentioned herein.

12.2 Should an event contemplated in Clause 12.1 occur or be considered likely to occur, the party so claiming under this Clause 12 shall promptly notify the other party of the cause and probable duration and shall take all reasonable measures to mitigate the effects thereof.

13. LIENS SALE AND DISPOSAL RIGHTS

13.1 Contractual Liens, Detention and Sale Rights

The rights provided by this clause 13 are in addition to any common law, statutory, equitable or similar lien or detention right which the Parties hereby expressly confirm and acknowledge as existing as liens, detention and sale rights available as security to JETS. These rights shall arise in respect of all sums due under this Agreement and/or any other agreement between the parties, to include any Additional Supplier Costs and irrespective of whether or not prices under any order have been invoiced and shall include any other liability, claim, or moneys due and payable by the Customer or Owner, including a member of the Customer's or Owner's group or associated company of the Customer or Owner, to JETS or its affiliates, parent or any subsidiary. JETS shall have continuing contractual and possessory liens, both particular and general, over the Aircraft, documents, manuals, records and its parts and accessories and/or any equipment, which lien shall extend to all charges and costs (including hangarage and

parking costs) and any other liabilities of whatever nature (including interest) which are or shall become due and payable to JETS by the Customer or Owner, a member of the Customer's or Owner's group or associated company of the Customer or Owner, (the "**Debtor**"), irrespective of whether the amount due is in respect of an aircraft the Aircraft or equipment or otherwise ("**Enforcement Rights**"). The Enforcement Rights shall attach to any Aircraft, documents, manuals, records, or any parts and accessories or equipment owned or used or delivered by the Customer to JETS and which are located at any JETS's Facility or any other property occupied or controlled by JETS, and shall continue until all such monies are paid to JETS in full together with all interest and costs. In addition, JETS shall be entitled to payment of all costs and expenses incurred by it in exercising any lien including but without limitation storage charges. JETS shall have continuing contractual and possessory liens, both particular and general, over the Aircraft, documents, manuals, records and its parts and accessories and/or any equipment, which lien shall extend to all charges and costs and any other liabilities of whatever nature which are or shall become due and payable to JETS by the Debtor irrespective of whether the amount due is in respect of an aircraft, the Aircraft or equipment or otherwise. Any lien shall not be lost by reason of the Aircraft departing from the JETS Facility or property controlled by JETS but shall continue to be exercisable at any time when the Aircraft or other aircraft or other equipment owned, operated or leased by the Customer has returned to the JETS Facility or other property controlled by JETS after having left it so long as any of the said charges, costs and other liabilities, whether incurred before or after such departure, remain unpaid.

In addition, JETS holds a further lien in respect of all parts supplied to the Customer under any statute (including the Sale of Goods Act 1979, sections 39-43).

13.2 Jets shall be entitled to levy charges in respect of storage, parking or hangarage of the Aircraft, parts or equipment and amounts of interest calculated in accordance with this

Agreement or otherwise during the period the lien exists or continues or applies and JETS may also exercise a further lien in respect of unpaid charges, costs, interest on outstanding debt or other liabilities at such daily or other rate applicable from time to time .

13.3 POWER OF SALE PART OUT OR DISPOSAL

If any charges, costs, interest on outstanding debt or other liabilities are outstanding, JETS shall send a notice demanding payment within five (5) Working Days of delivery, such notice to be served on the Customer in accordance with this Agreement. In the event payment or any part thereof remains outstanding after that period, JETS may at its sole discretion sell, (whether by auction or private treaty), dispose of, remove, break or part-out for spares, destroy the Aircraft or part or equipment or any of the Customer's or Debtor's property in its possession connected with the notice to pay. In the event of a sale, part-out or other disposition (a "**Disposal**"), JETS may without further notice apply the proceeds in or towards satisfaction of all sums of money together with all costs and expenses including storage, legal and professional costs and fees incurred in effecting the Disposal, Any such Disposal by JETS may be upon such conditions and at such prices as JETS shall consider reasonable in the circumstances and the Customer shall pay to JETS on demand any shortfall between the amount realised by such sales and amounts due to JETS as aforesaid. JETS reserves the right to retain a further sum from any Disposal proceeds (if any) to cover any ongoing warranty or other obligation required in order to effect such Disposal (a "**Retention**"). JETS shall account to the Customer for any excess upon settlement of the amounts and other sums due and/or any Retention.

The Customer hereby expressly grants the above security and enforcement rights to JETS and agrees to their exercise.

13.4 The exercise by JETS of its powers set forth in this Clause 13 shall be without prejudice to any other powers or rights JETS may have by virtue of statute or otherwise.

13.5 For the avoidance of doubt this Clause 13 shall survive the termination or expiry of this Agreement.

14. SUB-CONTRACTING

14.1 JETS may sub-contract the whole or any particular element or elements of the Services to sub-contractors approved in accordance with JETS's procedures without the Customer's prior agreement. Where so requested by the Customer, JETS shall provide relevant information (including, specifically, quality monitoring information) to the Customer relating to sub-contractors approved by JETS and used to perform certain Services within this Agreement. Any sub-contracting by JETS shall be in accordance with EASA Part 145.

14.2 The Customer shall not sub-contract any third party to carry out work on the Aircraft whilst the Aircraft is in JETS' Facility without the prior written consent of JETS. Which consent shall remain in the absolute discretion of JETS and, if granted, upon such terms as JETS considers necessary.

15. DEFAULT, SUSPENSION AND TERMINATION

15.1 Either party may terminate this Agreement without cause by giving not less than six (6) months written notice of termination. In such event the rights and obligations of the Parties shall remain in full force and effect and fall to be performed as at the date of termination. **PROVIDED ALWAYS** that JETS shall, in addition, be entitled to payment in full for all Services provided as at the date of effective termination together with (if applicable) compensation for loss of profit and or business arising as a result of such termination.

15.2 Either party may terminate the Agreement by written notice to take immediate effect if:

15.2.1 The other party makes or offers to make any arrangement or composition with or for the benefit of its creditors, 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 suspends payment of its debts or is or becomes unable to pay its debts as they fall due or commits any act of insolvency or bankruptcy or a petition or resolution for the making of an administration order for the bankruptcy, winding-up, or dissolution of the other party (other than a winding-up for the purposes of reconstruction or amalgamation of a solvent company) is presented or passed or the other party files a voluntary petition in bankruptcy or insolvency or a liquidator, trustee, supervisor, receiver, administrator, administrative receiver or encumbrancer takes possession of or is appointed over the whole or any part of the assets of the other party; or

15.2.2 Any action is taken or procedure is commenced in any jurisdiction by or in relation to the other party which is similar to or analogous with any above mentioned action or procedure; or

15.2.3 Any consent, authorisation, licence, permit, certificate, or approval required by the other party in connection with this Agreement is withheld, revoked, suspended, cancelled, withdrawn, terminated or not renewed or otherwise ceases to be in full force or effect or is modified in a manner unacceptable to that other party; or

15.2.4 The other party fails to comply with its insurance requirements under Clause 10 of this Agreement; or

15.2.5 Any representation or warranty made by the other party in this Agreement proves to have been incorrect in any material respect when made; or

15.2.6 An event contemplated in Clause 12 (Force Majeure) resulting in suspension of all or part of the Services by JETS or all of the obligations of the Customer has subsisted for a continuous period of 3 (three) months;

15.2.7 The other party commits a breach of a material term under this Agreement which is not capable of remedy or, if capable of being remedied, has not been remedied within 5 (five) days after the receipt of a notice in writing requiring the same to be remedied;

15.2.8 The other Party breaches the provisions of the Bribery Act 2010 or the provisions of clause 19 of this Agreement.

And the same shall constitute a repudiatory breach of this Agreement. For the avoidance of doubt failure on the part of the Customer to make a payment due to JETS under this Agreement upon written demand shall constitute a material breach for the purposes of this Clause 15.

15.3 JETS may, at its sole option, either suspend or terminate this Agreement by written notice to take immediate effect if the Customer or Owner is in default (howsoever described) under any contract between it and JETS or if any lease of aircraft to the Customer or Owner as Lessee is declared to be in default (howsoever described).

15.4 If the Services are suspended or terminated under Clause 15.3 or this Agreement is terminated in accordance with this Clause 15 the Customer shall pay JETS for:

15.4.1 All Services performed up to the date of such suspension or termination;

15.4.2 Any charges incurred during any period of suspension or following termination including but not limited to charges for necessary maintenance of the Aircraft or Customer's Supplies or property; and

15.4.3 (except in the case of termination by the Customer under Clause 15.10), the cost of any commitments undertaken by JETS in contemplation of the continuance or completion of the Services which cannot be cancelled, recovered or otherwise utilised.

15.5 Upon suspension or termination all sums owing to JETS or properly invoiced by JETS under this Agreement shall become immediately due and payable.

15.6 Upon termination of this Agreement as provided for under this Clause 15 and upon payment in full of all amounts due to JETS, without prejudice to any claim for damages arising from any breach of this Agreement but subject to any Lien in respect of any such outstanding or proposed claim, JETS shall tender for Redelivery to the Customer any

property in the possession of JETS and to which the Customer is entitled at the JETS Facility where it is situated.

15.7 For the avoidance of doubt this Clause 15 shall survive the termination of this Agreement.

15.8 On termination to the fullest extent possible under applicable law all obligations or duties (if any) on the part of JETS, whether express or arising by implication of law, howsoever arising, whether as bailee, or otherwise, shall terminate immediately and no further duty or other or continuing obligation, whether express or implied regarding the Aircraft, documents or Parts, shall arise or remain on the part of JETS. For the avoidance of doubt, where a Lien is exercised the Aircraft, documents and/or Parts, the same shall remain at the risk of the Customer and/or Owner as regards any loss or damage thereto, howsoever arising.

15.9 FINANCIAL CONDITION OF THE CUSTOMER

If the events in (a) to (g) listed below occur, all sums outstanding to JETS shall become immediately due and payable and JETS may elect to proceed with the performance of contracts subsisting with the Customer or to treat such contracts as discharged. In the case of the latter, the Customer shall remain liable to indemnify JETS against all costs incurred by JETS in connection with such contracts until their discharge.

(a) The Customer breaches any of its obligations to JETS or any other JETS company including JETS Corporate Limited, JETS Engineering Limited, JETS Human Resources Limited,, JETS (Luton) Limited, JETS Nominees Limited or,

(b) the Customer wrongfully stops payment of any debt or is deemed to be unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986); or,

(c) a receiver, administrator, administrative receiver, liquidator, trustee, encumbrancer or similar officer is appointed over the whole or any substantial part of the Customer's property.

16. CONFIDENTIALITY

16.1 All information including proprietary information becoming available or coming into the possession or knowledge of either party by virtue of this Agreement or its performance shall at all times be treated by the parties hereto as confidential and shall not be published, disclosed or circulated except (and only insofar as is necessary) in connection with the performance by the parties hereto of their obligations under this Agreement or as required by law, statutory authorities or for the purpose of legal proceedings relating thereto.

17. MISCELLANEOUS

17.1 No failure at any time by either party to enforce any provision of this Agreement shall either constitute a waiver of such provision or prejudice the right of such party to enforce such provision at any subsequent time.

17.2 If any term or condition of this Agreement is found to be invalid or unenforceable the remainder of this Agreement to the extent that it is not held invalid and unenforceable shall continue in full force and effect to the fullest extent permitted by law.

17.3 This Agreement represents the entire agreement of the Parties and no alterations or amendments to this Agreement shall be effective unless contained in a written document signed by a duly authorised representative of both parties.

17.7 This Agreement represents the entire agreement of the parties hereto and supersedes all previous negotiations, statements or agreements whether written or oral.

17.8 No term of this Agreement may be enforced under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.

18. NOTICES

18.1 All notices in connection with this Agreement shall, unless otherwise stated, be given in writing by courier, registered letter or facsimile. Any such notice is deemed to be given as follows:

18.2 If by courier or registered letter, when received;

18.3 If by facsimile, when transmitted and full transmission has been separately notified by telephone by the transmitting party and confirmed by the receiving party.

18.4 All notices in connection with this Agreement shall be addressed as follows:

The Company:

For the attention of the Sales/General Manager named on any Purchase Order or Invoice

The Customer:

Details as stated on the Purchase Order or Invoice

18.5 The effective date of any notice given in connection with the Agreement shall be the date on which it is sent and for the purpose of determining the effective date of any notice given by facsimile transmission confirmation by post shall be ignored.

18.6 All communications between the parties shall be in the English language.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall in all respects be subject to and interpreted in accordance with the laws of England.

19.2 In the event of any dispute, the parties hereto agree for the benefit of JETS to submit to the exclusive jurisdiction of the High Court of England.

19.3 Nothing in this Clause 19 shall exclude or limit any rights which JETS may have (whether under the law of any country, an international convention or otherwise) in any jurisdiction with regard to the bringing of proceedings, the service of process, the recognition or enforcement of a judgement or any similar or related matter.

19.4 The Customer shall provide written details to JETS of the name, address and contact details of an agent in England duly appointed and authorised by them and (where applicable) the Owner to accept service of all notices and process relating to this Agreement, service of which documents shall be deemed valid for all purposes.

20. BRIBERY ACT 2010

The Customer shall ensure that they comply in full with all statutory requirements arising under the above Act, or any amendment, revision or replacement therefore, or any similar provision arising in any relevant jurisdiction where such Party is located or carries on business. Customer shall, if so requested by JETS, provide evidence of compliance and copies of internal policies and procedures evidencing such compliance. In the event that it engages agents or representatives, the Customer shall ensure that any such agent or representative also complies with the Act and maintains records and written evidence thereof.

In the event of any failure or non-compliance on the part of the Customer or any agent or representative then the Customer shall indemnify and hold harmless JETS from and against any claim or other liability arising as a result of such failure or non-compliance.