

STANDARD CONDITIONS OF SALE

APPLYING TO THE SALE OF SPARE PARTS

1 - DEFINITIONS

- AOG (Aircraft On Ground) means a situation in which the helicopter is unable to fly or is ineligible to return to service because of an unscheduled need for replacement or major repair of components.
- **Contract** means the agreement entered into by EUROCOPTER and the Customer related to the sale of Spare Parts on the basis of these Standard Conditions of Sale.
- **Customer** means the person or company to which EUROCOPTER sells any Spare Parts.
- **EUROCOPTER** means EUROCOPTER S.A.S., EUROCOPTER Deutschland GmbH and/or EUROCOPTER España S.A.
- **Manufacturer** means the company which has designed the Spare Parts.
- **Order Confirmation** means the acknowledgement of receipt of the Customer's order.
- **Party/Parties** mean either separately or collectively the Customer and EUROCOPTER.
- **Product** means helicopter and the installed optional equipment.
- **Scheduled Order means** Order confirmed by EUROCOPTER, taking into consideration the Customer delivery date request allowing a reasonable lead-time for the delivery of Spare Parts.
- **Spare Parts** means brand new parts of the helicopter supplied by EUROCOPTER.

2 - GENERAL

These Standard Conditions of Sale apply to the sale of Spare Parts performed by EUROCOPTER to any Customer in order to maintain and/or operate EUROCOPTER helicopters, excluding brokerage activities.

These Standard Conditions of Sale together with the Contract shall constitute the entire agreement jointly entered into between EUROCOPTER and the Customer with regard to the subject matter hereof. Unless expressly agreed in writing by EUROCOPTER, no other general or specific condition shall apply.

3 - CUSTOMER ACCOUNT

Each provision of Spare Parts ordered requires the opening of a Customer account.

The Customer shall, without delay, inform EUROCOPTER of any change in the address indicated in the file, or a change of ownership of the helicopter.

4 - PURCHASE ORDERS

EUROCOPTER provides Spare Parts only to Customer duly registered within EUROCOPTER.

The sale of Spare Parts shall be subject to due ordering by the Customer and acceptance by EUROCOPTER. The Customer's orders have to be confirmed in writing by EUROCOPTER. The Contract shall be binding upon receipt by the Customer of EUROCOPTER's Order Confirmation.

Until receipt of EUROCOPTER's Order Confirmation, the Customer may cancel in writing individual orders placed to EUROCOPTER. Nevertheless in case of cancellation, the Customer shall indemnify EUROCOPTER for all costs borne by EUROCOPTER.

5 - DELIVERY AND TRANSPORT

5-1 General

Except if the order stipulates another INCOTERM Spare Parts shall be delivered packed Ex-Works (INCOTERM 2000) at EUROCOPTER site as specified in the Contract.

If the method of shipment is not stipulated in the Contract, transportation will be at EUROCOPTER's discretion. EUROCOPTER shall not be liable for any loss or expense due to the selection of forwarder/carrier or mode of transportation. Any claims for breakage or damage, if any, shall be made by the Customer directly to the forwarder/carrier.

In case of unavailability of the Spare Parts or of raw material, EUROCOPTER has the right to make partial deliveries.

5-2 Collection of Spare Parts

Spare Parts must be picked up by the Customer or by his forwarder/carrier within fifteen (15) calendar days as from the notification by EUROCOPTER.

Should the Customer fail to pick up the Spare Parts within said fifteen (15) calendar days period:

- EUROCOPTER may rescind the Contract by written notice with immediate effect and retain as liquidated damages any initial payments made by the Customer. The retention of any such payment shall not preclude EUROCOPTER from seeking compensation from and against the Customer for further damages and/or costs;
- The Customer shall not be entitled to claim compensation or damages on the grounds of the non-availability of the Spare Parts retained by EUROCOPTER; and
- All expenses incurred by EUROCOPTER as regards the Customer's order (packaging, unpacking, storage at the forwarding agent's premises, etc.) shall be charged to the Customer.

In the event that the Spare Parts are delivered in consigned containers, the Customer shall return said containers within fifteen (15) days after they are made available to the Customer by the freight forwarder. After the expiry of this period, EUROCOPTER shall be entitled to invoice the containers at current price.

5-3 Reserves at delivery

The Customer shall check the Spare Parts and notify any recognisable defects in a documented registered letter within twenty one (21) calendar days for standard deliveries as from the date the Spare Parts have been picked up by the Customer (as described in article 5-1).

After expiry of such period, the Spare Parts shall be deemed accepted.

Should EUROCOPTER be in charge of the transport service, claims against the carrier have to be made within three (3) working days as from the date of the Spare Parts reception.

6 - AOG

To guarantee an efficient service to the Customer and respond quickly to any situation where the Customer's helicopter is on ground EUROCOPTER provides a twenty four (24) hours a day/seven (7) days a week AOG service.

The AOG service is available for orders of Spare Parts which are essential to bring back a helicopter into service or to enable it to perform its mission.

Any Spare Parts listed in EUROCOPTER's Illustrated Parts Catalog can be ordered by the Customer via AOG service, except main assemblies, raw materials, ingredients and hazardous material.

The AOG service is provided to the Customer at the price indicated in the relevant EUROCOPTER's price list in force, or in the relevant quotation if no price is available in the price list in force. A flat rate for transportation cost will be added to the price of Spare Parts.

Beyond the general procedure described in articles 3 and 4, the Customer shall also mention in writing on any AOG order placed to EUROCOPTER the following information:

- o Order Number
- o Type and version of the helicopter with its serial number
- o Part Number/ Nomenclature
- o Failure description and justification of AOG request
- o Quantity required for the specific AOG
- o Ship to address
- o Invoice address (if different from ship to address)

EUROCOPTER shall confirm in writing to the Customer the price and the delivery time (the Order Confirmation) within twelve (12) hours after the reception of the Customer's order.

The Customer may cancel in writing individual orders placed to EUROCOPTER no later than twelve (12) hours after the reception of EUROCOPTER's Order Confirmation. Without any cancellation from the Customer received by EUROCOPTER in due time, the Contract shall be deemed accepted and the Spare Parts delivered.

The Spare Parts already available in EUROCOPTER's inventory when receiving the order from the Customer will be delivered packed Carriage Insurance Paid (CIP, INCOTERM 2000) to the nearest International Airport to the Customer and within seventy two (72) hours after the reception by EUROCOPTER of the Customer's order, depending on the delivery location.

The Customer may order in AOG a maximum of three (3) lines items per order and in accordance with the quantity fitted on the helicopter.

In case of several line items ordered, EUROCOPTER has the right to make partial deliveries, depending on the availability of the Spare Parts.

The Customer shall check the Spare Parts provided in AOG conditions, notify any recognisable defects in a documented registered letter within forty eight (48) hours as from the date the Spare Parts have been received by the Customer and put them at EUROCOPTER's disposal.

7 - DELAYS

7-1 Force Majeure

The Parties shall not be held liable or failure to perform or delay in performing any of their contractual obligations if such failure or delay is due to unforeseeable events beyond their reasonable control, including, but not limited to, acts of God, war, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of its source of supply, shortage in material or energy, acts, orders or priorities of any government and embargo.

The Party prevented shall notify the other Party about the occurrence of any event of Force Majeure within due time after the commencement thereof, citing this section in said notice. In such a case, the contractual delivery date shall be extended by any reasonable period of time required for removing the causes of the delay.

Should a Party prevented by an event of Force Majeure beyond two (2) months after the contractual delivery date, the other Party is entitled to terminate the Contract by notifying the decision by registered letter with acknowledgement of receipt. In such a case neither of the Parties is entitled to any compensation.

7-2 Excusable delay

Any postponement of delivery or performance due to any of the following causes shall not constitute a delay:

- o Changes or additions to the order which are requested by the Customer after Order Confirmation by EUROCOPTER, or
- o Any failure by the Customer to perform its obligations in accordance with the schedule set forth in the Contract, or
- o Any Force Majeure case as per 7-1.

8 - TRANSFER OF OWNERSHIP

Transfer of ownership of the Spare Parts remains subject to the prior performance by the Customer of its obligations including the full payment of the delivered Spare Parts and interests, if any.

Accordingly, in the event that the Customer fails to pay according to the contractual payment terms, EUROCOPTER reserves the right to rescind the Contract through notification sent by registered letter and, if the Spare Parts are already delivered, to demand that said Spare Parts be returned.

In the event that the laws of the country where the Spare Parts are delivered do not allow EUROCOPTER to retain ownership and title, EUROCOPTER shall be entitled to benefit from any other rights that such laws may confer. The Customer shall implement all measures necessary to protect EUROCOPTER's aforementioned rights.

9 - TRANSFER OF RISK

Risk of loss or damage to the Spare Parts is transferred to the Customer at the time of delivery as determined by the INCOTERM Ex-Works (INCOTERMS 2000).

10 - PRICES

All invoices for Spare Parts will be at the price indicated in the relevant EUROCOPTER's price list in force, or in the relevant quotation if no price is available in the price list in force. Prices are indicated and payable in Euros.

All prices are expressed Ex-Works EUROCOPTER site (INCOTERMS 2000), and are inclusive of all expenses and taxes relating to the manufacture of the Products, VAT excluded. For all orders below a minimum purchase amount of two hundred (200) Euros, VAT excluded, EUROCOPTER reserves the right to consider additional individual costs for filling the order.

Prices are exclusive of any charges resulting from administrative and legislative regulations in force in the Customer's country and of any customs and duty charges, which are the Customer's responsibility.

11 - PAYMENTS

11-1 General

The payment obligation will be considered fulfilled at the time the full amount is irrevocably credited to the EUROCOPTER bank account mentioned in the Contract.

The Customer shall make the payment by bank transfer (swift), in accordance with the invoiced value and no later than thirty (30) days following the date of invoice.

No discount shall be granted by EUROCOPTER to the Customer in case of early payment.

11-2 Payment terms

For any Scheduled Order exceeding two hundred thousand (200,000) Euros:

- o Upon Contract agreement, a thirty (30) per cent down payment of the total amount of the Contract shall be paid by the Customer;
- o Upon delivery, the balance of the invoiced amount of the delivered Spare Parts shall be paid by the Customer.

12 - PAYMENT DELAYS

Payment shall in no case be postponed or apportioned for any reason whatsoever.

Failure to pay any outstanding amount in due time shall render all amounts due by the Customer immediately payable.

In the event of a payment delay, the Customer will be, in full right, liable for a 12% annual interest rate or any higher rate required by law, for the period lapsed between the due date and the date upon which funds were made available on EUROCOPTER's bank account.

In the event of a delay or failure by the Customer to pay, EUROCOPTER will be entitled to suspend performance of all current purchase orders or to rescind the Contract by written notice and retain as liquidated damages any initial payment made by the Customer. The retention of any such payment shall not preclude EUROCOPTER from seeking compensation from the Customer for further damages and/or costs.

In this case, the Customer shall not be entitled to claim compensation for damages on the grounds of non-availability of Spare Parts.

13 - PRODUCT QUALITY AND AIRWORTHINESS DOCUMENTATION

EUROCOPTER S.A.S. and EUROCOPTER Deutschland GmbH and EUROCOPTER España S.A. hold Organization Approvals issued in their respective National Civil Aviation Authority, a Production Organization Approval in compliance with the EASA Part 21/G and AQAP 2110 regulations.

The official recognition that the Spares Parts have satisfied the Quality Assurance Procedures is attested by the issuance of the following documents:

- o For civilian Customers, an Authorized Release Certificate (EASA Form 1) per non standard Spare Part, issued on behalf of the National Civil Aviation Authority by EUROCOPTER;
- o Upon request, a Certificate of Conformity issued by EUROCOPTER authorized certifying staff;
- o A Log Card, if applicable.

14 - MODIFICATIONS

14-1 Modifications incorporated prior to delivery

EUROCOPTER may carry out modifications to the Spare Parts pursuant to new manufacturing or engineering requirements without the consent of the Customer, as long as such modifications do not significantly affect the helicopter performance, contractual price and/or delivery time. If modifications significantly affect helicopter performance, related costs and/or delivery time, EUROCOPTER will consult with the Customer to reach agreement on the consequences to the Contract.

Any configuration changes requested by the Customer shall be subject to mutual written agreement and to an adjustment of the price of the Spare Parts, payments and delivery time.

14-2 Modifications decided subsequent to delivery

EUROCOPTER will notify the Customer of any modifications that the competent National Airworthiness Government Agency has decided to impose on the Spare Parts or on the helicopters owned by the Customer. In the event of such modifications, EUROCOPTER shall make available to the Customer, within a reasonable time, at the latter's request and at the latter's expense, the Spare Parts required to incorporate such modifications to the helicopter and Spares Parts previously delivered.

15 - WARRANTY

EUROCOPTER offers for any Spare Parts delivered by EUROCOPTER the following contractual warranty subject to the provisions set forth below:

EUROCOPTER warrants that the Spare Parts delivered, except the turbine engine(s) and MEGHAS avionics equipment are free from defects in material and workmanship under normal use and service.

EUROCOPTER's obligation under this warranty is limited to the repair - or replacement at EUROCOPTER's discretion - of allegedly defective Spare Parts, that have been returned to its facility and, at the time of any repair or replacement, have been recognized by EUROCOPTER after expertise as defective. To be eligible under this warranty the alleged failure must have occurred within the following time-limits, as determined by EUROCOPTER:

- o For Spare Parts:
 - Within one thousand (1,000) flying hours or twelve (12) months from the time they are fitted to the helicopters or twenty four (24) months after their delivery from EUROCOPTER's factory, whichever event first occurs.
- o For tools:
 - Within a period of twenty four (24) months after their delivery from EUROCOPTER's factory.

The warranty period on the repaired or replaced Spare Parts is the warranty period that was remaining on Spare Parts which was invoiced. The Spare Parts removed for which EUROCOPTER supplies a replacement shall become the property of EUROCOPTER.

As soon as possible but at the latest fifteen (15) days after the discovery of any defect, the Customer shall furnish to EUROCOPTER, through the Warranty Claim Form the full details of its claim and the basis thereof. As soon as it receives the Warranty Claim Form, EUROCOPTER will return to the Customer the Warranty Claim Acknowledgment and the Return Material Authorization Form. Within fifteen (15) days from the reception of these two documents the Customer shall return the allegedly defective Spare Part to EUROCOPTER. If the Customer fails to return the allegedly defective Spare Part in due time EUROCOPTER reserves the right to invoice the Spare Part to the Customer at the price indicated in the relevant EUROCOPTER's price list in force, or in the relevant quotation if no price is available in the price list in force.

EUROCOPTER will reimburse reasonable transportation costs outbound for the reparable Spare Part for which the benefit of the warranty has been granted by EUROCOPTER. The Customer shall send to EUROCOPTER the invoice by the end of the corresponding year. Insurance, customs expenses and other charges as well as the expenses incurred by the Customer for the removal, re-installation and adjustment operations with respect to such Spare Part shall be borne by the Customer.

For the return of Spare Part for which the benefit of the warranty has been granted by EUROCOPTER, the inbound return transportation costs shall be borne by EUROCOPTER.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Technical Publications supplied by EUROCOPTER. In addition, this warranty shall apply only to the extent maintenance activities have been properly recorded in the appropriate logbook. Logbook shall be produced to EUROCOPTER if so requested. Moreover, this provision shall apply to Spare Parts only to the extent they are properly stored, installed, operated and maintained in accordance with the instructions set out in the Technical Publications.

Normal wear and tear of components such as, but not limited to, seals, tires, inner tubes, bulbs, packings and similar consumables parts, as well as Spare Parts whose list price is fifty (50) Euros or less, cannot form the subject of any claim under the warranty.

The turbine engine(s) as well as the MEGHAS avionics equipment installed in the helicopter are covered by the warranty granted by the manufacturers of these items (Turbomeca, Pratt & Whitney and Thales), the benefits of which EUROCOPTER hereby assigns on to the Customer. Any further claims against EUROCOPTER related to these items shall therefore be excluded.

The incorporation by the Customer in any helicopter of any modification which has not been recommended by or received the prior approval of EUROCOPTER shall cause the warranty to cease. Additionally this warranty shall not apply to any helicopter or Spare Parts which has been repaired or altered outside EUROCOPTER's facility or approved repair-centre.

The warranty shall cease to apply to any Spare Parts that are put back into service after being removed from a helicopter involved in an accident unless the Customer can prove that the defect is not the result of the accident.

The warranty shall cease to apply if the defect is partly or wholly caused by a defective item not provided by EUROCOPTER.

This warranty is granted to the Customer personally and shall not be assigned by the Customer to any third party without EUROCOPTER's prior written consent.

For Contract governed by German law, German legal warranty (Sachmängelhaftung) supersedes the standard warranty conditions described here above for the first twelve months. During this period, and providing that German legal warranty is applicable, EUROCOPTER may elect to repair or replace the defective Spare Parts.

The mentioned warranty constitutes EUROCOPTER sole liability, and is in lieu of any other warranty and is exclusive of any other remedy. EUROCOPTER shall not be responsible for any incidental or consequential damages arising from any breach of warranty.

The above warranties supersede any other guarantees, whether they are express or tacit, as well as any other EUROCOPTER's obligation or responsibility concerning the delivered Spare Parts.

16 - CONTRACTUAL LIABILITY

In the event of proven fault or non-compliance with its commitments, whatever the grounds, EUROCOPTER's contractual liability shall be exclusively limited to direct and immediate damage. Said EUROCOPTER contractual liability shall not exceed fifty (50) per cent of the Contract value.

The purchase of the Spare Parts by the Customer is performed within the framework of its professional activities and the Customer hereby agrees expressly the limitations of liability as defined in the present Standard Conditions of Sale.

17 - ASSIGNMENT

The Customer shall not be entitled, without the prior written consent of EUROCOPTER, to assign or transfer to a third party all or part of the rights and obligations under the Contract.

18 - EXPORT AND IMPORT LICENCES/AUTHORIZATIONS

If the provision of items/commodities (goods/hardwares, softwares, technologies) and/or services under the Contract requires any official licences/authorizations (in particular import and/or export licences/authorizations), EUROCOPTER shall take all necessary measures and follow all appropriate procedures in order to obtain such licences/authorizations.

If the involvement of the Customer is required, then the Customer shall provide its assistance without any delay.

If such a licence/authorization is not granted and/ or is granted with delay and/ or if a licence/authorization that has been granted is revoked and/ or if a licence/authorization is not granted at its renewal, the Customer has no right of claims against EUROCOPTER in this respect. In such case, EUROCOPTER will be entitled to terminate the Contract under the condition set out in the article 7.1 Force Majeure.

Export licences/authorizations are usually provided for a specific end-use/rend-user. Any change of in the end-use/end-user of the corresponding items/commodities and/or services requires the prior authorization of the Governments that have issued the said export licences/authorizations.

The Customer shall therefore notify EUROCOPTER prior to any transfer of control, possession, registration, title, ownership, etc. of items/commodities and/or services to any third party in order to allow EUROCOPTER to assess the necessary actions to be taken and procedures to be applied. Then the Customer shall follow the instructions given by EUROCOPTER.

The Customer shall personally obtain in due time any import licence/authorization required in its country for items/commodities and/or services covered by the Contract.

19 - INTELLECTUAL PROPERTY

EUROCOPTER retains all rights in respect of developments, inventions, production procedures and any intellectual property rights relating to the subject of the Contract. Copying and/or reproducing EUROCOPTER's products or publications, either wholly or partially, without EUROCOPTER's express approval is unlawful.

Nothing in this Contract shall be construed as constituting the granting of a license to use and/or a legal transfer of any patent, utility or design model, copyright, trademark or other intellectual property right.

20 - CONFIDENTIALITY

The Customer recognizes the confidential and proprietary nature of the documentation and information relating to the Products. Unless otherwise previously agreed in writing the Customer shall not copy or divulge any information directly or indirectly provided within the scope of this Contract.

In case of breach of confidentiality, EUROCOPTER shall be entitled to claim compensation from and against the Customer.

21 - MISCELLANEOUS

The failure of EUROCOPTER to enforce or to apply at any time any of the clauses or provisions of these Standard Conditions of Sale shall in no way be construed to be a present or future waiver of such clause or provision nor in any way to affect the validity of these Standard Conditions of Sale or any part thereof or the right for EUROCOPTER thereafter to enforce each and every such provision.

In the event that one or more of the clauses provided for in these Standard Conditions of Sale is deemed invalid or unenforceable, the remaining provisions shall remain entirely valid and applicable.

22 - APPLICABLE LAW

The Contract shall be governed by German Law, excluding its provisions on the conflict of laws, for the sale of Products manufactured and/or services performed by EUROCOPTER Deutschland GmbH. In case of a dispute the courts of Munich, Germany shall have exclusive jurisdiction.

The Contract shall be governed by Spanish Law, excluding its provisions on the conflict of laws, for the sale of Products manufactured and/or services performed by EUROCOPTER España S.A. In case of dispute the courts of Madrid, Spain shall have exclusive jurisdiction.

The Contract shall be governed by French Law, excluding its provisions on the conflict of laws, for the sale of Products manufactured and/or services performed by EUROCOPTER S.A.S. In case of dispute the courts of Marseille, France shall have exclusive jurisdiction.