

General Terms of Agreement for Engineering & Technical Services

Between

Eirtech Aviation Services Limited

&

Customer Name

Contents

Accordingly in consideration of and on the terms set out in this Agreement, the parties agree as follows:..... 3

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This General Terms Agreement is made on _____

BETWEEN

[Insert Customer Name here] with its principal office at [insert address] ("**Customer**")

and

Eirtech Aviation Services Limited a company incorporated under the laws of Ireland with its registered office at East Ramp, Shannon Airport, Co. Clare, Ireland ("**EAS**")

(each a "**Party**" and together the "**Parties**").

BACKGROUND:

Customer manages and/or operates aircraft, whose owners, lessors and operators require Engineering Services and Technical Services from time to time. EAS provides such Engineering Services and/or Technical Services and Eirtech Aircraft Lease Transition Services in the course of its business. This Agreement has been negotiated to establish the general terms and conditions governing the parties' relationship in relation to the provision of the Services for Customer managed assets.

Accordingly in consideration of and on the terms set out in this Agreement, the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

Affiliate means as to any person, any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such person. In this context, "control" of a person means (i) ownership by one entity, directly or indirectly, of at least fifty percent (50%) of the voting stock of another entity; (ii) power of one entity to direct the management or policies of another entity by contract or otherwise; or (iii) both entities being directly or indirectly owned by the same Party.

Agreement means this General Terms Agreement, each applicable Statement of Work, any Schedules, annexes and attachments to this General Terms Agreement or any Statement of Work, in each case as amended or supplemented in writing from time to time.

Aircraft means each airframe identified in the Statement of Work or Work Change Authorisation including any identified Engines, Parts, components, accessories, instruments and all other related equipment, apparatus, and assemblies thereof.

Airframe means the Aircraft, excluding the Engines.

Airworthiness Directive or **AD** means an order or direction issued by an Aviation Authority.

Aviation Authority means the FAA, EASA and/or at any time of determination such other authority with jurisdiction over the Services and/or the Aircraft.

Business Day means a day on which banks are generally open for business in Dublin, excluding Saturdays and Sundays.

Commercial Fees means the fees agreed for the Services, as further described in a Statement of Work.

Confidential Information means any information of a confidential and/or proprietary nature provided to either Party by or on behalf of the other in connection with this Agreement, whether in written or other form and whether before or after the date of this Agreement (including, without limitation, the existence and terms and conditions of this Agreement, and the commercial and financial arrangements evidenced by this Agreement including the contents of the negotiations leading up to this Agreement) and for EAS includes any business (including, but not limited to, prices for the materials and Services, the scope of Services offered, legal provisions, downtimes and direct man-hours needed), commercial, financial, human resources, operational, product, marketing, sales, technical or other information concerning EAS.

Customer Furnished Material means all Parts and materials provided by Customer for use in connection with the Services as agreed by the parties in writing.

Delivery means the act by which EAS delivers the Services to Customer.

Delivery Location means, in respect of a Statement of Work, the location specified in that Statement of Work as the place for Delivery of the Services provided under that Statement of Work or such other location agreed in writing by the Parties.

Designated Representative means the Customer representative appointed under Clause 6.2 or, if none is appointed, duly authorized Customer's Services Manager.

Discrepancy means any abnormal condition of any Part or system or a defect in design, whether or not this condition could eventually result in failure, confirmed as such by (1) EAS and (2) either Customer or the Designated Representative.

EAR means Export Administration Regulations, a United States export control law that affects the manufacturing, sales and distribution of technology.

EASA means the European Aviation Safety Agency or any agency succeeding to the power and authority thereof.

EASA Rules and Regulations means the rules, regulations, certification specifications and policies promulgated by EASA.

Effective Date means the date of this Agreement.

Eirtech Aircraft Lease Transition Services means the services related to the transition of an Aircraft from a current lessee to a new lessee, as described in a Statement of Work.

Engine Accessory means each engine accessory, QEC and parts attached to or installed on it from time to time, as more particularly described in the Statement of Work or Work Change Authorisation (together the "**Engine Accessories**").

Engineering Services means the provision of a design, blueprint, specification, report or other services including associated Technical Data providing detailed instructions for the Modification of the Aircraft, Engine Accessory Parts, components, instruments and all other related equipment, apparatus, and assemblies thereof and also including the design, manufacture, assembly or supply of Equipment Kits related to and required to be installed on an Aircraft in the implementation of such services. Also includes consultation and/or repair on composite materials and components in accordance with approved maintenance data under the scope of our approvals.

Environmental Laws means any law (including common law), ordinance, rule, regulation or decree regulating or relating to industrial hygiene or the protection of the environment or imposing liability or standards of conduct with respect to the use, generation, handling, storage, treatment, transport, or disposal, or otherwise concerning, any hazardous materials now any time in effect.

Equipment Kits means the equipment, apparatus, assemblies, parts or components related to and required to be installed on an Aircraft in the implementation of Engineering and/or Technical Services.

FAA means the Federal Aviation Administration of the United States Department of Transportation, or any successor agency.

FAR means Federal Aviation Regulations, which govern all aviation activities in the United States.

FARs means Federal Aviation Requirements i.e. any and all rules, regulations, orders and policies of the FAA, of the United States Department of Transportation or of any other United States agency or authority applicable to the provision of the Engineering Services, including, without limitation, those set forth in Title 14 of the Code of Federal Regulations of the United States (14 C.F.R.), as from time to time in effect. References herein to the Export Administration Regulations (“EAR’s”) followed by a number are references to such section of 14 C.F.R.

Final Inspection means the process, requirements and/or activities more particularly described in the Statement of Work under the heading “Final Inspection”.

Indemnified Parties means Customer, any Affiliate of either Customer, and/or any other person notified by Customer to EAS as having an interest in the Aircraft upon which the Services have been applied or embodied or on whose behalf Customer acts (including all of their respective affiliates, directors, officers, trustees, members, partners, agents, employees, successors and assigns).

Maintenance means the work required to maintain an Airframe and/or Engine Accessory in, or return it to, serviceable and airworthy condition, whether through inspection, overhaul, repair, calibration, or replacement in accordance with the relevant manufacturer's maintenance manual or in accordance with a designated airline's aircraft maintenance manual where specified by Customer.

Maintenance Check means work consisting of inspection of the Airframe or any Part thereof, to determine whether any Discrepancies exist.

Maintenance Manual means any manual or part of it as may be supplied or identified by Customer or EAS for reference in the performance of Engineering and/or Technical Services.

Modification means a change to the type design of an aircraft or engine.

MPD means the recommended maintenance program for the Aircraft issued by the manufacturer as in effect at the time of any applicable determination.

Parts means any one or more Rotable Parts or Expendable Parts, and collectively means all Rotable Parts and Expendable Parts.

Proposal means the applicable written proposal, in the form set out at Exhibit B issued by EAS, for the provision to the Customer of the Services. Once a Proposal is finalised and executed by the Parties in writing and/or the Customer instructs EAS to proceed with performing the Services, the Proposal shall become a Statement of Work..

Rotable Parts means Parts that are renewable and inventory or time-controlled on a unit basis, usually (but not necessarily) by serial number, and have a definite potential for reuse through inspection, overhaul, repair or calibration.

Satisfactory Standard means a level of performance incorporating the best available design, quality, material and workmanship, and otherwise in conformance with the provisions of this Agreement, including in conformance with the Statement of Work requirements.

Services means any Engineering Services and Technical Services and/or Eirtech Aircraft Lease Transition Services to be provided by EAS to Customer pursuant to a Statement of Work.

Schedule of Charges means those charges listed in the Proposal including but not limited to labour rates, storage of customer furnished materials etc. as may be amended or supplemented from time to time.

Scheduled Delivery Date means the date upon which Delivery is required with all Engineering and/or Technical Services and/or Eirtech Aircraft Lease Transition Services requested in the applicable Statement of Work completed, as such date may be changed pursuant to any subsequent Work Change Authorisation.

Statement of Work means a document in substantially the form of Exhibit B defining the Services required and which has been executed by EAS and Customer or, alternatively, in respect of which Services the Customer has instructed EAS to perform the Services.

Supplemental Type Certificate or **STC** means a national aviation authority-approved major modification or repair to an existing type certified Aircraft, Engine Accessory or propeller.

Taxes means any and all sales, use, transfer, value added, excise, stamp, levies, withholdings or taxes of any nature, with any penalties, fines, charges or interest thereon.

Technical Data means design data, reports, drawings, installation instructions including all necessary supporting documents and sub-drawings required for installation (installation and assembly drawings) and associated engineering orders, approval certificates and instructions for continued airworthiness including updates of all flight, operational and maintenance manuals, MPD supplements, updates to illustrated parts catalogues, wiring diagrams, component manuals and structural repair manuals for the Airframe and/or Engine Accessory which are necessary to support the continued operation of the Aircraft.

Technical Services means technical representation, consulting and advice and may include CAMO (Continuing Airworthiness Management Organisation) services.

Warranty Beneficiary means Customer, any owner on whose behalf Customer acts and to all persons or entities to whom the Aircraft may be resold or leased.

Work Change Authorisation means a document, in substantially the form of Exhibit C executed on behalf of both EAS and Customer, used (1) to authorize and record any Customer requested items, and (2) to document changes in the Scheduled Delivery Date, changes in pricing and payment provisions or deletion of Services originally requested.

2. TERM

- 2.1 This Agreement shall take effect from the Effective Date and shall (except as otherwise provided in a Statement of Work) continue until a Party gives at least ninety (90) days prior written notice of termination to the other Party, unless terminated earlier in accordance with Clause 18 (the “**Term**”).
- 2.2 The terms of this Agreement shall continue to apply to Services performed under any Statement of Work made pursuant to this Agreement until such time as the relevant Statements of Work expire, are terminated or the Services provided thereunder are completed.
- 2.3 This Agreement is not intended to be exclusive. EAS is free to perform services for entities other than Customer, who may also use other providers for similar services.
- 2.4 The terms of this Agreement override any conflicting printed standard terms of either Party (unless both parties mutually agree that the conflicting terms will apply). Without limiting the foregoing: warranty limitations, disclaimers, jurisdiction clauses, late payment penalties, force majeure or other provisions in any purchase order, invoice or similar documentation, whenever delivered, shall be of no force or effect whatsoever.

3. SERVICES

- 3.1 General.
EAS shall provide, and Customer shall pay for, the Services ordered by Customer in accordance with the terms of this Agreement.
- 3.2 Proposals and Statements of Work.
- 3.2.1 During the Term, EAS may produce and issue Proposals in the form set out in Exhibit B to Customer in respect of proposed Services to be provided to Customer.
- 3.2.2 Customer may accept a Proposal issued under this Agreement by returning an executed version of the Proposal to EAS or by instructing EAS to proceed with performing the Services to which the Proposal relates.
- 3.2.3 Upon acceptance by Customer, a Proposal shall become a Statement of Work.
- 3.2.4 Each Statement of Work shall form part of this Agreement and not a separate contract to it.
- 3.3 Modifications.
- 3.3.1 Customer shall ensure that any Modifications contained in the Engineering Services and/or Technical Services include clear installation instructions and that material requirements for Modifications identified in a Statement of Work, including that required for the provision of any Equipment Kits, clearly indicate material to be supplied by EAS and material to be sourced by the Customer which has been approved for use by EAS (in its sole discretion).
- 3.3.2 EAS shall ensure that a Modification provided to the Customer is approved, either directly or indirectly, by EASA and FAA . If the Customer requires that a Modification provided to the Customer is approved by an Aviation Authority other than EASA and FAA, such Aviation Authority must be agreed in advance with EAS as listed in the relevant Statement of Work and may be subject to additional costs.

3.4 Airworthiness Directives.

EAS shall supply to Customer a list of all Airworthiness Directives, if affected and/or deleted by the Modification. EAS shall support Customer in demonstrating compliance with any new regulation related to such Aircraft, including without limitation, Airworthiness Directives imposed by the Aviation Authority with jurisdiction over each aircraft to which the Modification is applicable and the Services.

3.5 Airworthiness Compatibility with Other Regulatory Authorities.

EAS shall perform the Services in such manner as to enable STC's (Supplemental Type Certificate) to be approved by both each Aviation Authority. EAS shall support Customer at any time after delivery, in all applications for approval of the Modification by Aviation Authorities of such jurisdictions as Customer deems necessary. EAS shall take responsibility for obtaining additional approvals within a timeframe acceptable to Customer.

3.6 Manual Updating.

On request from the Customer, EAS shall update and provide revision services in electronic media format, or as otherwise agreed with Customer, for Technical Data affected by the Engineering Services and/or Technical Services including manual supplements in ATA 100 Specification and other documentation related to the Aircraft.

4. REGULATORY REQUIREMENTS

The Services performed by EAS shall be performed in compliance with all applicable regulations, including, without limitation, applicable FAR's, EASA Rules and Regulations, and AD's. Without limiting the generality of the obligations of EAS under Clause 15, EAS shall at all times:

- 4.1 hold design organization approval as specified in Article 3 of EU Commission Regulation (EC) No 1702/2003.
- 4.2 hold in respect of Equipment Kits and Parts manufactured by EAS and as applicable: production organization approval as specified in Article 4 of EU Commission Regulation (EC) No 1702/2003 .
- 4.3 hold component repair facility certificate, EASA Part 145.074.
- 4.4 furnish to Customer copies of the regulatory approval of all Engineering and/or Technical Services provided.
- 4.5 promptly report in writing to Customer any discrepancies arising from Aviation Authority requirements that may affect the airworthiness of the Aircraft.
- 4.6 promptly report in writing to Customer any changes to design privileges held under paragraph 4.1.
- 4.7 promptly report in writing to Customer any changes to repair capabilities held under paragraph 4.3.
- 4.8 provide the Designated Representative with appropriate records of all Engineering Services performed, along with billing information.
- 4.9 make available to Customer all certificates and releases associated with approvals, authorizations or certifications held by EAS.

- 4.10 provide continuing airworthiness support for the on aircraft installation of the Engineering and / or Technical Services provided for the life of the Aircraft on which such services are installed or incorporated.
- 4.11 without limiting paragraph 4.6 and 4.7 above, supply an appropriate material release form, as specified by applicable EASA Rules and Regulations, or FARs, for each serviceable Part, component, appliance or Equipment Kit supplied to Customer; and maintain data and records to assist the Designated Representative in the preparation of any reports required and make such data and records available to the Designated Representative for inspection and copying at all times during business hours. All such data and records shall be in English and in such form and shall contain such information as may be reasonably required by Customer.

5. TESTING AND DELIVERY

5.1 Certification Plan.

If specified in a Statement of Work, a plan for the receipt of required certifications of the Engineering and/or Technical Services shall be provided within the time agreed in the Statement of Work ("**Certification Plan**").

5.2 Verification Flight Schedule.

If a verification flight is designated as being necessary in the relevant Statement of Work or is otherwise determined to be necessary for obtaining any of the certifications required by the Statement of Work for the Engineering Services and/or Technical Services, a verification flight schedule shall be provided within the time agreed in the Certification Plan. Customer shall undertake any such verification flights at its own risk and expense.

5.3 Delivery.

EAS shall deliver the completed Services to Customer no later than the Scheduled Delivery Date. Upon delivery, EAS shall:

- 5.3.1 notify the Designated Representative in writing of each condition which EAS discovers and considers to be a Discrepancy;
- 5.3.2 deliver the agreed Engineering Services and/or Technical Services package including the Technical Data to support installation, approval certificates, materials, Equipment Kits and associated release certificates to the Delivery Location;
- 5.3.3 deliver the complete Engineering Services and/or Technical Services package in an agreed electronic format to the Delivery Location; and
- 5.3.4 include an update service to provide instructions for continued airworthiness compliance of the Aircraft as modified by the Modifications, if required.

6. TECHNICAL DATA & DESIGNATED REPRESENTATIVE

6.1 Technical Data.

EAS will request, and Customer will provide to the extent possible, the necessary existing Technical Data to adequately define existing aircraft configurations. Unless Customer otherwise directs, EAS will return the Technical Data at Delivery. Technical Data associated with the Engineering Service will be provided to Customer as agreed. EAS may retain any Technical Data for as long as required under applicable law and shall delete it thereafter.

6.2 Designated Representative.

A Customer-representative may be appointed to EAS (the "**Designated Representative**") from time to time throughout the provision of Services under a Statement of Work. The Designated Representative will have authority to represent Customer in relation to the Services.

7. TITLE; WAIVER OF LIENS

EAS agrees that title to the Aircraft (including, without limitation, all Engine Accessories, Parts and Material, attached or removed) and all inventory, Technical Data, Customer Furnished Material and Equipment Kits shall remain with Customer (or any owner on whose behalf Customer acts) at all times. EAS shall not claim, and hereby waives any right, lien, title, or interest in such Aircraft, inventory, Technical Data, Customer Furnished Material or Equipment Kits.

EAS shall never act to delay or prevent the return to customer of Customer Furnished Material including technical data, materials or kits in its power or possession because of any breach or alleged breach by any person of any payment or other obligation, under this agreement or otherwise howsoever arising.

8. MONITORING, AUDITS AND INSPECTION

8.1 Facilities.

8.1.1 Customer shall pay the cost of all expenses for the Designated Representative.

8.1.2 Customer shall procure that any Designated Representative accessing EAS or other facilities complies at all times with any directions or policies of EAS and all applicable laws, regulations and guidance including (but not limited to) laws, regulations and guidance in relation to health and safety.

8.1.3 EAS may revoke a Designated Representative's access to any facility if EAS considers, acting reasonably, that:

8.1.3.1 the Designated Representative's access to, or use of, the facility does or could impact the confidentiality of EAS' operations or business, including by resulting in breach of privacy or confidentiality obligations EAS owes to other parties;

8.1.3.2 the Designated Representative has failed to comply with EAS' policies, procedures or reasonable directions; or

8.1.3.3 the Designated Representative has breached applicable laws, including in relation to health and safety,

and in the event that such access is revoked, Customer shall procure that the Designated Representative immediately ceases using or accessing the facility.

9. COMMERCIAL TERMS

9.1 Fees.

In consideration of the provision of the Services by EAS, shall pay to EAS the Commercial Fees. The Commercial Fees shall include all applicable taxes and charges unless otherwise specified in a Statement of Work.

9.2 Basic Charges.

The Commercial Fees payable by Customer in respect of the Services provided under a Statement of Work shall be calculated in accordance with the Schedule of Charges set out in the relevant Statement of Work.

9.3 Effect of Estimate.

EAS may from time to time provide estimates of the costs required to perform certain Services. Such estimate shall be indicative only and not binding on either Party.

10. PAYMENTS

10.1 General.

Payments and payment terms to EAS for the Services performed in accordance with this Agreement will (unless otherwise agreed in the Statement of Work) be made as per the Proposal provided by EAS.

10.2 Payments.

Customer shall:

10.2.1 make all payments by bank transfer to the EAS account details specified in Exhibit A; and

10.2.2 ensure that all funds are cleared, no later than 16:00hrs GMT on the Business Day preceding the due date stated on the invoice.

11. FORCE MAJEURE

11.1 Subject to clause 11.2, neither Party will be liable for failure to perform its obligations (excluding payment obligations) under this Agreement, if such failure is caused by act of God, fire, flood, explosion, earthquake, strike, labour dispute causing either cessation or slow-down of work, inability to procure material after due and timely diligence, riot, insurrection, war, any act of government or any regulation affecting directly or indirectly the Aircraft, either Party hereto or any materials or facilities or any other cause beyond the reasonable control of either Party whether or not similar to the causes above specifically mentioned ("**Force Majeure Event**").

11.2 Each Party shall use all reasonable endeavours to continue to perform its obligations under this Agreement for the duration of a Force Majeure Event.

11.3 If a Force Majeure Event prevents a Party from performing any of its obligations under this Agreement for a period in excess of 90 days, the other Party may terminate this Agreement immediately by giving written notice to the affected Party.

12. TAXES

12.1 Liability

- 12.1.1 EAS will be responsible for all EAS related Taxes, customs duties and government impositions howsoever arising in (a) any country in which EAS performs any Services pursuant to this Agreement and (b) any jurisdiction in which such taxes, customs duties and government impositions are imposed solely as a result of EAS presence or activities therein.
- 12.1.2 Customer will be responsible for all Customer related Taxes customs duties and government impositions including but not limited to the countries in which the Delivery Locations are situated (see Exhibit B), howsoever arising in connection with this Agreement in any jurisdiction, unless otherwise agreed by both Parties in writing.

If any report or return needs to be made with respect to any Taxes which are an obligation of EAS, EAS will make such report or return. Where Customer has to file such report or return on EAS behalf, EAS shall complete and send it to Customer for filing, EAS being responsible for any insufficiency or inaccuracy.

13. WARRANTIES

- 13.1 EAS Warranties.
EAS expressly warrants that all of the Equipment Kits, Parts and materials it supplies under this Agreement:
 - 13.1.1 meet the Satisfactory Standard,
 - 13.1.2 conform to applicable specifications, drawings, parts numbers, samples or other
 - 13.1.3 descriptions given and with all applicable EARs, , EASA Rules and Regulations and AD's; and
 - 13.1.4 when installed on an Aircraft in accordance with the provided instructions, will be free from defects, whether patent or latent, in design, materials and workmanship (including, without limitation, the process of manufacture),in each case, for a period after delivery of 12 (twelve) months or 2000 (two thousand) flight hours, whichever is earlier to expire (the "**Warranty Period**").
- 13.2 If Customer notifies EAS in writing during the Warranty Period of a failure of EAS to comply with the warranty in Clause 13.1, EAS shall, at its option and subject to Clause 13.3 and 13.4:
 - 13.2.1 facilitate the repair of the non-compliant Equipment Kits, Parts or materials; or
 - 13.2.2 replace (in whole or in part, as applicable) the non-compliant Equipment Kits, Parts or materials,and EAS shall bear any standard shipping costs associated with providing any replacement Equipment Kits, Parts or materials to Customer.
- 13.3 Following notification to EAS under clause 13.2, Customer shall return the relevant non-conforming Equipment Kits, Parts and materials to the location specified by EAS.

- 13.4 EAS shall not be liable for any failure to comply with the warranty set out in Clause 13.1 if any non-conformance, defect or failure to meet the Satisfactory Standard (as applicable) arises as a result of:
- 13.4.1 damage to the Equipment Kits, Parts or materials which occurs after the date of Delivery or as a result of Customer making or attempting to make its own repairs;
 - 13.4.2 Customer's continued use of the Equipment Kits, Parts or materials after Customer has provided notice to EAS in accordance with Clause 13.2;
 - 13.4.3 Customer failing to follow the oral or written instructions of EAS; or
 - 13.4.4 fair wear and tear, wilful damage or negligence.
- 13.5 EAS warrants that all Equipment Kits, Parts and materials are, and will be, free and clear from all liens, security interests, charges, encumbrances and other claims of any nature whatsoever.
- 13.6 All warranties whether express or implied, shall extend to the benefit of each Warranty Beneficiary.
- 13.7 All such warranties shall be construed as conditions as well as warranties and shall not be deemed to be exclusive. All representations, warranties and conditions shall survive Delivery, acceptance of the relevant Services and termination of this Agreement.
- 13.8 Manufacturers' and Vendors' Warranties.
Some Equipment Kits, Parts or materials supplied by EAS may also have a warranty from the manufacturer or vendor of such Part or Material. EAS assigns to Customer and to each Warranty Beneficiary to the fullest extent possible, each such warranty and shall provide all reasonable assistance in pursuing warranty claims (including procuring any consent required for such assignment).
- 13.9 Communication requirement where there is damage to Aircraft.
In the event that EAS causes or is alleged by Customer to have caused any damage to the Aircraft or any component of the Aircraft during the provision of the Services then Customer shall ensure that EAS is notified in advance of, and kept informed of, the repairs that Customer decides to carry out, or to procure to be carried out, to the Aircraft. Customer shall consult with EAS prior to the commencement of any such repairs.

14. LIABILITY AND INDEMNITY

- 14.1 Liability.
Subject to Clause 14.2 and 14.3, the total aggregate liability of EAS (including any liability for the acts or omissions of its employees, officers, directors, agents and subcontractors) to Customer under or in connection with this Agreement, whether arising from breach of contract, tort (including negligence) or otherwise, shall be limited to the total fees paid by the Customer under this Agreement at the date on which the event giving rise to the claim occurred.
- 14.2 EAS shall not be liable to the Customer for:

- 14.2.1 loss of use, loss of profits or sales, loss of business or agreements, loss of goodwill, loss of waste management or staff time, loss of anticipated savings, whether direct or indirect;
 - 14.2.2 any indirect, punitive, special, exemplary or consequential loss or damage that Customer may suffer or incur, whether or not EAS is advised of the possibility of such losses;
 - 14.2.3 any Claims suffered or incurred by the Customer arising in connection with any failure by EAS to perform any of its obligations under the Agreement resulting from any failure of Customer (or its contractors or agents) to perform any of its obligations under this Agreement or in connection with the Services; and
 - 14.2.4 any Claims suffered or incurred by the Customer arising in connection with any act or omission of any third party who is not a subcontractor of EAS.
- 14.3 Nothing in this Agreement shall limit either Party's liability for:
- 14.3.1 any liability arising from death or injury to persons or any other liability which may not by law be subject to limitation or exclusion; and
 - 14.3.2 any liability arising from fraud or fraudulent misrepresentation.

15.COMPLIANCE WITH LEGAL REQUIREMENTS

- 15.1 EAS shall be approved under the regulatory system under which it operates and shall comply with all applicable EAR's, EASA Rules and Regulations and other applicable laws, regulations, executive orders and legislation. EAS shall in particular (a) comply with all applicable Environmental Laws related to the Engineering and/or Technical Services, (b) be responsible for the management, generation, treatment, storage and disposal of any hazardous materials and (c) comply with all applicable laws, requirements, rules, and regulations bearing upon the performance of the Engineering and/or Technical Services. If EAS is within the jurisdiction of the United States or any state thereof it shall also (d) comply with all applicable employment and health and safety laws and regulations, (e) comply with all affirmative action requirements applicable to contracts entered into by contractors with the US Federal government as set forth in Title 41 of the US Code of Federal Regulations or any successor regulations and (f) comply with such applicable anti-drug program for personnel engaged in commercial aviation activities as may from time to time be set forth in the US Code of Federal Regulations.
- 15.2 The Engineering and/or Technical Services provided shall not invalidate any type certificate applicable to the Aircraft on which Modifications are installed, and following installation shall provide for the continued validity of the certificate of airworthiness of the specified Aircraft.

16.INSURANCE

- 16.1 EAS Insurance. Product Liability Insurance and General Liability Insurance shall be maintained by EAS. EAS shall at its cost maintain in force insurance as required in this Clause 16. Such insurance shall be in the following amounts and with the following endorsements, and without deductibles:

16.1.1 General Liability Insurance. Combined Single Limit (Bodily Injury/Property Damage): U.S. \$120,000,000.

16.1.2 Employer's Liability Insurance. As required by law, with limits of not less than one million U.S. Dollars (U.S. \$1,000,000) per occurrence or such greater amount as may be required by law.

16.1.3 Professional Indemnity Insurance with cover limited to one million U.S. Dollars (U.S \$1,000,000) per occurrence for professional technical inspection services and other such services provided by EAS employees and contractors,

in each case, for a period of 12 (twelve) months, or 2000 (two thousand) flight hours from the date a Modification is embodied on an Aircraft, whichever is earlier to expire.

16.2 All such policies of insurance shall be endorsed to provide that:

16.2.1 their coverage may not be cancelled or changed without at least thirty (30) days' prior written notice to Customer; and

16.2.2 the coverage provided to Indemnified Parties or with respect to their interests, will not be invalidated by any breach of the insuring conditions by EAS.

16.3 EAS shall, at the Customers request, cause its independent insurance broker or the relevant insurer(s) to provide to Customer prior to the commencement of any Services and on an annual basis thereafter a certificate of insurance detailing all of such insurance, including expiration dates and limits of coverage of such insurance and each insurer's acceptance of the applicable provisions of this Agreement.

17. INDEMNIFICATION

17.1 EAS releases and agrees to indemnify, defend and hold harmless the Indemnified Parties from and against all liabilities, obligations, damages, losses, penalties (whether civil or criminal), costs, expenses, claims, suits, proceedings or judgments of any kind whatsoever, including any attorney's fees and other reasonable costs and expenses in connection with any of the foregoing, arising from or connected with EAS negligence or wilful misconduct in the performance of any Services and/or from any claims made against Customer by any employee, sub-contractor or representative of EAS.

17.2 Customer releases and agrees to indemnify, defend and hold harmless EAS from and against all liabilities, obligations, damages, losses, penalties (whether civil or criminal), costs, expenses, claims, suits, proceedings or judgments of any kind, whatsoever, including any attorney's fees and other reasonable costs and expenses in connection with any of the foregoing of any kind whatsoever, arising from or connected with any claims made against EAS by any employee, sub-contractor, third party or representative of Customer or any act, omission or default of the Customer, its employees, officers, directors, agents and subcontractors in respect of:

- 17.2.1 any damage to or loss of or loss of use of the property of any person whomsoever and howsoever caused including, but without limitation, the Aircraft and any engine, part or component thereof or any loss of use, revenue or profit arising out of or in any way connected with this Agreement;
- 17.2.2 injury to or death of any person whomsoever which may result from or arise in any manner out of or in relation to the Services performed hereunder or in the material or parts used or supplied by EAS in connection with the performance of this Agreement,

provided that Customer is not obliged to indemnify EAS under this Clause 17.2 to the extent that 17.2.1 and/or 17.2.2 arises as a result of:

- 17.2.3 wilful misconduct or negligence on the part of EAS, the management of EAS, its directors, employees, officers, agents and/or representatives;
 - 17.2.4 a breach by EAS of its obligations under this Agreement; and/or
 - 17.2.5 Customer acting on the express written instructions of EAS (but not to the extent that the instruction could have been implemented by or on behalf of Customer without giving rise to 17.2.1 and/or 17.2.2, and/or to the extent that Customer negligently failed to advise EAS of the consequences of such instruction).
- 17.3 However the indemnity afforded under this Clause 17.1 and 17.2 shall not apply for benefit of any person(s) claiming same to the extent that the said liabilities, obligations, damages, losses, penalties, costs, expenses, claims, suits, proceedings or judgments are caused by the breach of this Agreement by such person(s) or by the wilful misconduct of such person(s).

18. CANCELLATION, DEFAULT AND TERMINATION

- 18.1 Cancellation of Engineering and/or Technical Services. Without limiting Customer's other rights, Customer may cancel a particular Statement of Work and any related Work Change Authorisations (without necessarily terminating this Agreement as a whole) upon written notice to EAS, effective immediately if;
- 18.1.1 EAS is in breach of its obligations in respect of other Engineering and/or Technical Services;
 - 18.1.2 Circumstances have changed such that Engineering and/or Technical Services are no longer required.
- 18.2 If Customer cancels all or part of the Engineering and/or Technical Services for reasons specified in Clause 18.1.2 and there is no default on the part of EAS, the Customer shall reimburse EAS for:
- 18.2.1 all and any actual costs for labour and material (not in excess of any relevant Fixed Price or Not-To-Exceed Price) of the Engineering and/or Technical Services performed by it up to the date of cancellation;
 - 18.2.2 any work of a preparatory nature carried out by EAS;
 - 18.2.3 any non-returnable items obtained by Eirtech Aviation Services; and

18.2.4 any other non-recoverable costs.

18.2 **Default.** If either Party refuses, neglects or fails to perform any of its obligations and such refusal, neglect or failure continues for a period of thirty (30) days after written notice to remedy from the other Party, then that other Party may terminate this Agreement upon written notice, effective immediately. In addition, a Party shall be deemed to be in default if it is declared insolvent, seeks protection from its creditors or has appointed over it or its assets, any liquidator, receiver, trustee, custodian or similar official – in such case, the other Party may terminate this Agreement immediately by written notice without prejudice to its accrued rights.

18.3 **Termination for Failure to Comply with Laws.** Without limiting Clause 18.2, if either Party has not complied in all material respects with the obligations imposed upon it under Clause 15, then either Party may terminate this Agreement for default upon written notice, effective immediately.

19. NOTICES

19.1 Any notice or other communication under this Agreement related to payments shall be in English and addressed in accordance with Exhibit A (unless the Statement of Work requires otherwise).

19.2 Any notice or other communication under this Agreement non-payment related shall be in English and address to the following;

| EAS | Customer |
|--|----------------------------|
| FAO: Head of Legal 154 Shannon Industrial Estate, Shannon, Co. Clare, Ireland Email: eassales@etas.ie | [Customer Contact Details] |

19.3 Any such notice or communication shall be deemed received if mailed by certified mail, with return receipt requested, eight (8) days after it is mailed; if sent by hand or courier, when it is delivered.

19.4 Either Party may change its notice details by notice to the other Party given in accordance with the provisions of this Clause.

19.5 Any notice, request or other communication required or authorized to be delivered to the Designated Representative shall be so delivered by hand or in such other manner as may be requested by the Designated Representative from time to time.

19.6 Oral notices will be effective provided such notice is confirmed promptly in writing as above.

20. CONFIDENTIALITY

- 20.1 Each Party agrees not to disclose any Confidential Information of the other Party to any third party, except (a) as may be required by law, or (b) to its legal or financial advisers, employees, directors and affiliates, without first obtaining the written consent of that other Party. Except where already in the public domain, all technical data and all other information and materials obtained from or developed for Customer in connection with this Agreement shall be confidential to Customer. Any advertising or promotional material of EAS that mentions Customer must be approved in writing by Customer prior to release.

21. EAS AS INDEPENDENT CONTRACTOR

- 21.1 EAS shall be solely responsible for personal injury, death, loss, damage and/or destruction resulting from the quality of or the manner in which Services are performed. All persons performing the Services shall be under the exclusive control of EAS, which alone shall direct and control such persons in performing EAS obligations under this Agreement. Except for Customer Furnished Material and Customer Technical Data, all facilities, equipment, tools and supplies necessary to perform EAS obligations shall be supplied by EAS.

22. ASSIGNMENT

- 22.1 This Agreement shall be to the benefit of and be binding upon each of the parties, and their respective successors and assigns and shall also be to the express benefit of any Indemnified Party and other express beneficiaries of the agreements contained herein.

EAS ACKNOWLEDGES AND AGREES THAT ANY ASSIGNMENT, TRANSFER OR DELEGATION OF ITS RIGHTS OR DUTIES HEREUNDER MAY MATERIALLY CHANGE THE FOUNDATION OF THIS AGREEMENT. ACCORDINGLY EAS MAY NOT, IN WHOLE OR IN PART, ASSIGN OR TRANSFER THIS AGREEMENT OR DELEGATE THE PERFORMANCE OF ANY ENGINEERING SERVICES OR OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CUSTOMER (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). ANY ASSIGNMENT, TRANSFER OR DELEGATION WITHOUT SUCH SPECIFIC PRIOR WRITTEN CONSENT SHALL BE A BREACH OF THIS AGREEMENT AND SHALL NOT BE BINDING ON CUSTOMER.

23. SUBCONTRACTING

- 23.1 EAS may subcontract the performance of any of the Services upon prior written notice to Customer, provided such subcontracting shall not relieve EAS of any of its obligations hereunder. EAS shall be liable for all acts and omissions of any subcontractor to the same extent as if such act or omission were that of EAS.
- 23.2 Where EAS subcontracts all or any part of the Services, Customer's obligations shall be no greater than if such Services had been performed by EAS at the Location. The engagement of a subcontractor by EAS shall not create any obligation on Customer towards such subcontractor. EAS's obligations to its subcontractors are independent of Customer's obligations to EAS. Customer shall have no obligation (and EAS will advise its subcontractors that Customer has no obligation) to pay or to see to the payment of any monies to any subcontractor.

24. WAIVER

- 24.1 Only a written waiver making express reference to the applicable provision of this Agreement being waived, executed by an authorised signatory of the Party giving the waiver, shall constitute an effective waiver and then only on the terms of that written waiver.

25. GOVERNING LAW AND JURISDICTION

- 25.1 This Agreement in all respects shall be governed by and construed in accordance with the laws of Ireland and this Clause 25 shall survive, continue to take full effect and not merge in any order or judgment.
- 25.2 The courts of Ireland are agreed to have exclusive jurisdiction to settle any disputes arising out of or relating to this Agreement and the parties submit themselves to the jurisdiction of the Irish courts with respect to such disputes.
- 25.3 Each of the parties agrees that a judgment or order of the Irish courts in connection with this Agreement is conclusive and binding and may be enforced in the courts of any other jurisdiction; the parties will not seek nor be entitled to, contest and/or delay and/or obstruct registration or enforcement of such judgment and/or order.
- 25.4 Without prejudice to any of the above, Customer may require any dispute arising out of or connected with any Services or this Agreement to be referred to EAS general manager and Customer's head of technical (or equivalent in either case) who will seek to agree a fair and equitable written solution to that dispute within 21 days. If they are unable to negotiate such a solution then, without prejudice to the rest of this Clause 25, Customer may require that the dispute shall be referred to arbitration in Ireland and the arbitrator will be appointed by agreement between the parties or, failing such agreement, by the President for the time being of the Law Society of Ireland at the request of either Party pursuant to the Arbitration Acts 1954 – 1980 as amended.

26. COSTS OF ENFORCEMENT

- 26.1 If any Party seeks to enforce its rights under this Agreement, by legal proceedings or otherwise, or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing Party shall pay all costs and expenses incurred by the prevailing Party, including, without limitation, all attorneys' fees and expert witnesses' and other consultants' fees.

27. ENTIRE AGREEMENT

- 27.1 This Agreement together with each applicable Statement of Work is the sole and entire agreement of the parties and supersedes any previous discussions, representations and agreements as to the Services. This Agreement may not be amended, supplemented or otherwise varied except by (a) Work Change Authorisations or (b) in writing, making specific reference to the relevant provision of this Agreement and executed by an authorised representative of each Party.

28. HEADINGS

- 28.1 Headings used in this Agreement are for convenience and shall not affect the meaning or construction of any paragraph.

29. EU SANCTIONS

- 29.1 Customer warrants and represents that it, its Affiliates, and to the best of the Customer's knowledge after reasonable inquiry, any person or entity that owns, controls, or benefits from the assets, goods, software or technology that are the subject of the Services (collectively, the Relevant Parties):
- 29.1.1 are complying, and will continue to comply, with all export-control laws, financial or trade sanctions, embargoes, and other restrictive measures applicable to them and with those enacted, administered, imposed or enforced by (i) the European Union (including, without limitation, the provisions of Article 3c and Article 12g of Regulation (EU) 833/2014 and Article 8g of Regulation (EC) 765/2006 [**(ii) the United States, (iii) the United Kingdom, and (iv)**] / [**and (ii)**] the United Nations, as each may be amended or supplemented from time to time (collectively, the **Applicable Sanctions**);
- 29.1.2 are not listed as being the target of any Applicable Sanction and are not located, organised, or resident in any country or territory that is the subject of country-wide or territory-wide Applicable Sanctions; and
- 29.1.3 are not engaged, directly or indirectly, in any transaction, arrangement or activity that could reasonably be expected to cause EAS to breach or become exposed to any penalty under the Applicable Sanctions.
- 29.2 The Customer shall notify EAS in writing without undue delay (and in any event within two Business Days) of becoming aware of any potential, suspected or actual breach of this Clause 29.
- 29.3 Any breach of this clause 29 shall constitute a material and irremediable breach of this Agreement. EAS may terminate this Agreement, in whole or in part, with immediate effect by written notice to the Customer, without prejudice to any other rights or remedies available to EAS.

30. OUR EMPLOYEES

- 30.1 The Customer undertakes that during the course of the Services and for a period of 12 (twelve) months following its conclusion, the Customer will not solicit the services of any employees, officers or directors with whom you have had dealings in connection to the Services.
- 30.2 If you employ or otherwise engage any employee, officer or director in breach of the preceding undertaking, the Customer will pay to EAS, on demand, a sum equivalent to 30% of each employee, officer or director's annual gross salary as at the date of such breach.

31.COUNTERPARTS

- 31.1 This Agreement may be executed in one or more counterparts, all of which counterparts shall be treated as the same agreement.

EXHIBIT A

EAS's Bank Account Details will be detailed on each invoice.

Details

Customer:

Customer Attention: _____

Customer Address: _____

| Customer Invoice Details | |
|--|--|
| Address : | |
| Attention : (e.g. Accounts Payable Manager) | |
| Telephone: | |
| Email: | |

EXHIBIT B

STATEMENT OF WORK

No. _____

Pursuant to the General Terms Agreement for Services between Customer and

| | |
|---|--|
| Air Frame Model: | |
| Registration Number(s): | |
| Serial Number(s): | |
| Description of deliverable Services: <i>(See Schedule 1)</i> | |
| Delivery Plan: | |
| Designated Representative: | |
| Delivery Location: | |
| Certification Plan Date: | |
| GT Certification: | |
| Type of Airworthiness Approval Required: (EASA, STC, FAA) | |
| Additional Requirements: (Operational / Airspace / Customer) | |
| Maximum number of verification flights: | |
| Designated Representative: (If separately identified) | |
| Final Inspection: | |

| | | | |
|-----------|--|------------|--|
| Customer: | | Eng House: | |
| By: | | By: | |
| Name: | | Name: | |
| Title: | | Title: | |

EXHIBIT C

WORK CHANGE AUTHORISATION

| | | | |
|---------------------|--|-------|--|
| Airframe Reg No: | | Date: | |
| Airframe Serial No: | | | |
| Add: | | | |
| Delete: | | | |
| Change: | | | |

In accordance with the terms and conditions of the General Terms Agreement for Services dated _____ 20__ between Customer and Eirtech Aviation Services Limited and Statement of Work No. __ , the following change is hereby authorised:

| | | | |
|---|--|-------|--|
| NEW SCHEDULED DELIVERY DATE (if changed): | | | |
| Customers Designated Representative | | | |
| Approved and Authorised By: | | Date: | |
| EAS's Authorised Representative | | | |
| Approved and Accepted By: | | Date: | |