

STANDARD CONDITIONS OF SALE - SPECIFIC ANNEX APPLYING TO THE SALE OF PRE-OWNED HELICOPTERS AND ASSOCIATED SERVICES

F1 – GENERAL

This present Specific Annex is applicable to the sale of pre-owned Helicopters.

F2 – DELIVERY

F2-1 Incoterms

Products shall be delivered Free Carrier (FCA) Incoterms® 2020 at the location specified in the respective Purchase Order, in fly away condition, unpacked and tanks empty.

F2-2 Delivery time

Products and associated Services shall be delivered in accordance with the contractual delivery schedule.

F3 – TRAINING AND TECHNICAL ASSISTANCE

At the Customer's request, pilot and technician training will be quoted separately for the delivered pre-owned Helicopter(s) at the prevailing rates established by the Seller. These training sessions may be organized and performed by the Seller or an approved and certified Customer Center or sub-contractor, and will be conducted at the location designated by the Seller.

As well, at Customer's request, during the initial period of operation of the pre-owned Helicopter(s), the Seller may provide at the Customer's location and on a date to be agreed upon, one (1) or more factory trained technical representatives. In that case the Customer shall be charged at the prevailing rates established by the Seller.

F4 – TECHNICAL DATA

F4-1 General

The Seller shall supply at no additional cost:

- One hard copy of the Flight Manual for each pre-owned Helicopter,
- An access to Technical Information Publication on Internet (T.I.P.I.):
 - For the SBs and their subsequent updates, and
 - For the Master Servicing Manual.

The Technical Data of the pre-owned Helicopter shall be provided by the Seller in the same language as the language of the Technical Data delivered to the previous customer for the pre-owned Helicopter in question.

Any additional documentation shall be quoted and purchased separately and the Customer shall be charged at the prevailing rates established by the Seller.

The Seller reserves the right to change the support (media) of the Technical Data according to technological evolution.

F4-2 Updates

The Seller shall supply at no additional cost and as long as the pre-owned Helicopter is in operation, the updates of the flight manual, STC equipment being excluded.

The master servicing manual and the SBs will be updated on the Seller's current website.

The Seller reserves the right to change the support (media) of the updates of the Technical Publication in particular depending on technological developments.

In order for the Seller to be in a position to fulfil its obligations, the Customer undertakes to notify the Seller of any change either in the Customer's address or in the owner's name if the pre-owned Helicopter has been sold in the interim; in this latter case, the Seller is entitled to apply an entrance fee to be paid by the new owner.

F5 - WARRANTY PERIOD

Warranty conditions of Article 9.1 of SCS are fully applicable to pre-owned Helicopters, but shall exclude Meghas avionics equipment, turbine engine(s), STC equipment and pre-owned Helicopters sold in an "as-is" condition.

Unless otherwise specified, to be eligible under warranty, the alleged failure must have occurred within the time-limits mentioned here-after for any pre-owned Helicopter which is not sold by the Seller in an "as-is" condition:

- Within five hundred (500) flying hours or 12 (twelve) months after acceptance at the delivery location, whichever event occurs first.

F6 – GRADUATION OF THE INSTRUMENTS, MARKINGS AND EXTERIOR FINISH

F6-1 Graduation of the instruments

The flight instruments shall be provided in as-is conditions. Should the Customer request modifications of the graduation (either metric or English units), the Customer shall bear the associated costs.

F6-2 Markings

The markings made on the interior and exterior identification plates and tags will be the ones by default. Should the Customer request the Seller to change the markings, the Customer will bear the costs of such customization.

F6-3 Exterior finish and interior upholstery

The pre-owned Helicopter shall be delivered with the initial exterior finish and interior upholstery and as defined in the contractual technical definition. Should the Customer request that the Seller repaint and/or refurbish the pre-owned Helicopter, the Customer shall bear the costs of such customization.

In such a case, the Customer shall provide the Seller at the latest fifteen (15) days after signature of the Contract, based on samples provided by the Seller, detailed instructions concerning:

- The external paint scheme of the airframe,
- The colours of the interior upholstery and if necessary the selected type of upholstery.

F6-4 National emblems and registration

Should the Customer request the Seller to paint national emblems and/or registrations, the Customer shall bear the costs of such customization. In such a case, the Customer shall be required to provide detailed instructions with the paint scheme at the latest fifteen (15) days after signature of the Contract.

Customer shall be liable for and hold the Seller harmless against any infringement of third party rights in the provision of instructions regarding emblems, markings, signs or registration.