

### STANDARD CONDITIONS OF SALE - SPECIFIC ANNEX APPLYING TO TECHNICAL DATA, TECHNICAL ASSISTANCE, TECHNICAL EXPERT SERVICES and TOOL RENTAL

#### D1 - GENERAL

This Specific Annex is applicable to the sale of Services such as Technical Data, technical assistance, technical expert services and/or tool rental performed by the Seller to any Customer in order to maintain and/or operate Helicopters.

#### D2 - TECHNICAL DATA

##### D2-1 General

The Technical Data are available in the following three formats:

- o Web service (e-TechData on Keycopter)
- o Electronic support on USB stick
- o Hard copy

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

The Technical Data on USB stick and hard copy will be Delivered At Place (DAP) Incoterms® 2020 at ship address mentioned by the Customer and in accordance with the contractual delivery schedule.

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 Helicopter to which the technical documentation is applicable 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.

Safety Technical Data shall be provided at no additional cost and shall be made available as long as the Helicopter is in operation on the current Seller's website through Technical Information Publication on Internet (T.I.P.I.), except the flight manual which made available on hard copy.

The entire Techdata service will be provided in English, and, on request and subject to Quotation, in French or in German.

##### D2-2 Technical Data services - subscription and renewal

The Customer shall issue for the subscription of each Technical Data service an Order sent to the Seller with the following information, if relevant:

- o Order number / reference of Seller's Quotation
- o Type, version and serial number of the Helicopter
- o Type and reference of the technical documentation
- o Quantity and Language
- o Price
- o Format (web service, electronic support on USB stick or hard copy)
- o Ship to address, invoice address and VAT number

The Seller shall provide the renewal of Technical Data at the respective rates of the revision service that are annually published by the Seller.

#### D3 - TECHNICAL ASSISTANCE

The content and the time schedule of the technical assistance program shall be confirmed in the Quotation.

The technical equipment and tools owned and required by the Seller's technical representatives for the performance of the Services shall remain the property of the Seller. They will be delivered Free Carrier (FCA) Incoterms® 2020 at Seller's site. Transportation to the Customer's premises before the technical assistance session may be proposed by Seller, at the Customer's expense. The Customer shall take delivery of the technical equipment and tools and store them in an appropriate place. The Customer shall take out adequate insurance policies in respect of all technical equipment stored in Customer's facility. The Customer shall provide an office and related office equipment for Seller's staff during their stay. The technical equipment and tools shall

be returned by the Customer at its expense, packed Delivered Duty Paid (DDP) Incoterms® 2020 to the Seller's site.

The Seller's technical representatives shall remain subject to their national labour regulations. They will be available for five (5) working days per week and without exceeding eight and half (8:30) hours per day and forty one and half (41:30) hours per week. Their replacement during their holidays may be proposed in addition on request.

Except in the case of gross negligence of its personnel, the Seller shall not be held liable by the Customer for any damage to Customer's property during the performance of this technical assistance. Consequently, the Customer waives any claim against the Seller, its personnel and underwriters in connection with the aforesaid possible damage.

The Customer shall issue for each technical assistance service an Order sent to the Seller with the following information, if relevant:

- o Order number / reference of the Seller Quotation
- o Type, version and serial number of the Helicopter
- o Description of the work
- o Price
- o Estimated date and time for performing the Service
- o Language and location
- o Invoice address and VAT number

The entire technical assistance service and the appropriate documentation shall be provided at Customer's choice:

- o In English for all Helicopters, or
- o In French for Helicopters produced in France
- o In German for Helicopters produced in Germany.

For any other language, should the Customer require an interpreter, all expenses due to this additional Service shall remain at the Customer's expense. All interpreters provided by the Seller are officially recommended and selected according to the Seller's criteria. Should the Customer provide its own interpreter, the Seller will not be held liable for any misunderstanding by the Customer's employees.

#### D4 - TECHNICAL EXPERT SERVICES

The Customer may request from the Seller a specific authorization for maintaining, repairing and/or adapting its Helicopters without strictly following the Seller's relevant Technical Data.

The following technical services may be requested from the Seller by the Customer:

- o Repair design approval (RDAS)
- o Seller technical agreements (TA) as:
  - A customized extension of an OTL inspection, a TBO inspection or a scheduled inspection;
  - A customized extension of maintenance criteria or inspection time limits
  - An adaptation of a maintenance procedure;
- o Non-technical objection (NTO).

The Seller reserves the right not to issue such authorizations and the Customer waives any right to claim against the Seller in this respect. These technical expert services must not include any work described in the airworthiness limitation section of the Seller's Technical Data.

These authorizations issued on a case by case basis by the Seller remain exceptional and for a limited period only. They do not substitute permanently the Seller's maintenance Technical Data.

Authorizations issued by the Seller are based on information/data provided by the Customer. The Seller shall never be held liable in the event of partial and/or improper transmission of the necessary information/data that would have enabled the Seller to properly evaluate the situation and which may have direct/indirect consequences in relation to the Contract.

The NTO represents Seller's advice as original equipment manufacturer of Customer's own installation. It shall not be considered as an

airworthiness approval granted by the Seller. Any work performed by the Customer related to the integration of optional items to its Helicopter shall be performed under Customer's sole and full responsibility. The Seller shall not be held liable for any malfunction of said optional items or lack of operation of the respective Helicopter related to such optional items.

The Customer shall issue for each technical expert services an Order sent to the Seller with the following information, if relevant:

- o Order number / reference of Seller Quotation
- o Type, version and serial number of the Helicopter
- o Description of the request
- o Price
- o Number of flight hours, if necessary
- o All relevant information required for assessing the request
- o Estimated date for performing the Service, if necessary
- o Language and location, if necessary
- o Invoice address and VAT number

All the technical expert services and the appropriate documentation shall be provided in English, and, on request and subject to Quotation, in French or in German.

## **D5 - TOOL RENTAL**

Upon request, the Seller shall provide the Customer with a Quotation for the rental including availability of the tool(s).

The Customer shall issue for each rental service of tool (or set of tools) an Order sent to the Seller with the following information, if relevant:

- o Order number / reference of the Seller's Quotation
- o Type, version and serial number of the Helicopter
- o Reference of the tool(s)
- o Rental period
- o Ship to address / shipment mode / contact
- o Invoice address and VAT number

The Seller shall invoice the Customer at a daily rate of one (1) per cent of the price of the tool(s) according to the relevant Seller price list in force plus three hundred and fifty (350) euros to cover administrative costs.

After receipt of the Order Confirmation and before delivery of the tool(s), should the Customer decide to cancel a confirmed tool rental, the Seller reserves the right to apply a penalty amounting to the here-above mentioned administrative costs.

The duration of the rental will start at the delivery date of the tool(s) and end upon the return date to the Seller with all applicable updated documentation. The rental is not considered closed until the tool(s) and all applicable updated documentation are received. The rental period shall not exceed two (2) months. The tool(s) shall be delivered Free Carrier (FCA) Incoterms® 2020, Bolloré Logistics Site located in Vitrolles and shall be returned by the Customer at its expense Delivered Duty Paid (DDP) Incoterms® 2020, Bolloré Logistics Vitrolles. Transport may be proposed in addition on request.

The Customer shall use and store appropriately the tool(s). The Customer agrees not either to rent, loan, sell, assign without prior written consent of the Seller, nor mortgage the tool(s) or permit it(them) to be subject to any legal process.

The Customer shall bear all risks of loss or damage to the tool(s) and shall take out adequate insurance policies to cover such risk and damage.

On return of the tool(s), a receiving inspection will be performed by the Seller to determine serviceability and that the complete tool/set of tools has been returned. Any tools returned damaged or incomplete shall be repaired/replaced and the costs shall be invoiced to the Customer.

If the Customer fails to return the tool(s) within the maximum period of rental of two (2) months, the Seller reserves the right to invoice the two (2) months rental including the administrative costs plus the price of used tool(s), or brand new tool(s) if brand new one(s) was(were) delivered.