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1. General & Scope of Services

1. Unless otherwise agreed in writing, these GTC S&MS shall govern all aircraft maintenance and system support services and all supplies of components and parts (hereinafter referred to as "Service") provided by JETFLY Technik GmbH (hereinafter referred to as "JETFLY"). JETFLY's Customer has noted and accepted these GTC S&MS. Jetfly does not accept Customer's general terms and conditions unless agreed in writing.
2. Services shall be provided in accordance with the agreed work order.
3. Work orders shall only be binding when submitted in writing. All verbal arrangements shall be confirmed in writing. The same applied to all modifications, Supplements, specifications etc. to the original work order.
4. Customer shall treat all information and documents (e.g., offers, work orders, contracts, prices, technical concepts, personal data) as confidential and shall not disclose such information and documents to third parties unless Jetfly's prior written approval is obtained. The obligation to maintain secrecy of the confidential information shall survive termination of any contractual relationship between the Parties.

2. Delivery / Redelivery

1. Customer shall be responsible for all costs and expenses incurred by the delivery and re-delivery of the aircraft to and from the agreed working place.
2. Upon arrival, Jetfly Technik will perform an incoming inspection and/or engine run-up only if and as mandated by the AMM procedures and/or ordered by the customer.
3. The aircraft shall be delivered to the customer with a release in accordance with Jetfly MOE and an outgoing inspection to be signed by customer.
4. If for any reason a test flight is required, Customer shall perform it at its own risk and expense, including but not limited to costs as crew, crew accommodation, over-flights permit, navigation, communication, pre-flight checks, aircraft fuel, oil, insurance, and airport fees
5. Jetfly shall not be responsible for any performance changes of the aircraft when modifying the aircraft on the request of the customer. If mandated by the type of installation, Jetfly will perform a weight and balance check of the aircraft and provide the results to the customer.
6. Customer shall deliver components and parts to Jetfly at the following address:
Jetfly
Berliner Allee 29,
Gebäude 350
66482 Zweibrücken
Germany
Attn: Jetfly Technik Stores
7. Shipping details shall be notified by e-mail message to JFTstores@jetfly.com
8. Customer shall be fully responsible for DDP (INCOTERMS 2010) Jetfly facility delivers and, if applicable to provide appropriate shipping stands or packing to return customer's components.
9. Any unapproved parts discovered during the maintenance event shall be replaced prior release of the aircraft by Jetfly, Related cost shall be invoiced at time and material conditions.
10. Components and parts redelivery to Customer will be Ex-works (INCOTERMS 2010) Jetfly facility.
11. Customer shall have the full responsibility and shall bear all risks, expenses and handling charges related to the transportation of components and parts to and from the Ex-works (INCOTERMS 2010) Jetfly facility. These expenses and charges shall include without limitation packing, insurance, shipping, any brokerage, and any related customs fees.

12. All equipment removed and not reinstalled on the aircraft shall become the property of Jetfly unless otherwise instructed by the customer.

3. Documentation, Standard & Procedures

1. The Services shall be performed in accordance with:
 - A) The aircraft manufacturer's specifications and procedures,
 - B) Jetfly's standards and procedures as approved by the relevant Civil Aviation Authorities and
 - C) Customer's maintenance program
2. Customer shall be responsible to procure, monitor and update all airworthiness and maintenance data on Jetfly's request. Provided airworthiness data shall be approved by Competent Authority. Data shall include but shall not be limited to:
 - A) Maintenance Program
 - B) Airworthiness Directives (AD) as issued by the country of aircraft registration and/or competent authority
 - C) Service Bulletins (SB), Modifications and Major Repairs
 - D) Manufacturer's Illustrated Parts Catalog (IPC)
 - E) Manufacturer's Maintenance Manual (AMM)
 - F) Manufacturer's structural Repair Manual (SRM)
 - G) Manufacturer's Wiring Diagrams (WD/WDM)
 - H) Minimum Equipment List (MEL)
 - I) Operations Manual
 - J) Flight Manual (FM/AFM)
3. Customer shall submit a written authorization to the aircraft manufacturer (s) to provide on Jetfly's request with documentation on the aircraft at no expense to Jetfly.
4. Jetfly assumes that the aircraft in an approved standard configuration. Additional work required for a deviating configuration including but not limited to, the non-availability of documentation or drawings or any research of aircraft history shall result in an additional separate invoice
5. If Jetfly in its own discretionary judgment cannot for technical or other reasons perform part of the Services requested by the Customer, Jetfly is entitled to subcontract on behalf of the Customer such part of the Services to another suitable approved party in accordance with the provisions of EASA 145.A.75 (b)
6. The following documentation shall be supplied by Jetfly to customer upon completion of the work order to document the performed maintenance
 - A) Original Certificate of Release to Service and / or Aircraft Tech Log entry
 - B) Deferred tasks (Hold item List in accordance with the MEL- if applicable)
7. The following documentation, if and as applicable to the project, shall be supplied by Jetfly to the customer within thirty (30) calendar days after completion of the work order to document the performed maintenance
 - A) Discrepancies report or Work Report, detailing the scheduled maintenance tasks, unscheduled maintenance, defect rectification, SB/SL/AD installed, LRU's and Life Limited components removed and replaced
 - B) Job cards or lists duly signed
 - C) Aircraft and engines original logbooks entry
 - D) Copy of part acceptance documentation (parts certification)
 - E) Cockpit Equipment calibration report
 - F) Engine test run report
 - G) Check flight report

4. Prices & Payments

1. Prices shall be deemed to be:
Ex Jetfly's working place as defined in the work order (EXW Incoterm 2010); and Net prices, excl. VAT currently in force, if applicable.
2. The Parties shall agree on the Services to be performed on:
 - A) A flat rate basis; and/or
 - B) A time and material basis.
3. Services provided on a time and material basis shall be charged at the man-hour rate in force at Jetfly's working place at the time of completion of the work order. However, in case where services and/or are to be provided later than four (4) months after conclusion of the work order, the actual prices and hourly rates shall apply.
4. Jetfly current Price list is attached to the GTC or are supplied on demand.
5. Standard working days are from Monday to Friday from 07:00 am to 08:00pm local time and shall not include German bank holidays
6. Unless specifically stated otherwise, Jetfly's offers do not include overtime. Upon customer request and subject to resource availability, Jetfly shall provide overtime labor to secure or improve aircraft downtime. The published labor rate shall be etc. to the following surcharges:
50% for working hours between 08:00 pm and 07:00 am local time.
50% for working hours on Saturdays.
100% on Sundays and German bank holidays.
7. Travel, hotel and per diem expenses will be charged at cost plus 10% administration fee.
8. Jetfly demands a reasonable advance payment upon placement of work order. If advance payment is not received by the agreed date, Jetfly may withdraw from the work order without any liability to the Customer whatsoever and allocate the shop floor capacity to another customer.
9. Jetfly reserves the right to invoice the customer for any item not fully determined at the time of invoice, including but not limited to exchanges fees, core returns, core repair costs, shipping or freight charges, vendor price changes as well as rejected warranty claims or commercial programs to the customer even when the invoice for the performed work has already been issued or settled.
10. Payments shall be due and payable within thirty (30) calendar days after date of invoice.
11. On expiry of the thirty (30) calendar days and without any further notice being necessary Customer shall be in default of payment and shall pay 5% interest for default. The interest shall be payable for the period elapsing from the calendar day following the expiry of the time-limit for payment up to the day of payment.
12. Customer shall have no right to set-off.

5. Performance, Delay in Performance

1. Ground time, time of performance and delivery dates shall only be binding if agreed on in writing and if:
 - A) Services to be provided are clearly defined.
 - B) The aircraft to be maintained is placed at Jetfly's disposal at the agreed time.
 - C) Customer has paid all amounts due under the relevant work order.
2. Jetfly shall be entitled to extend the agreed ground time and/or time of performance in case:

- A) Customer requests performance of additional Services.
 - B) Unusual major defects on airframe, systems, engines or components have been discovered and have to be rectified.
 - C) Any additional services are required to maintain and/or restore aircraft's airworthiness.
3. Defect rectification work might impact the agreed downtime. Jetfly shall not be responsible for any delay of the aircraft re-delivery due to defects discovered, or due to customer's non approval of defect rectification in relation with the airworthiness of the aircraft.
 4. In addition, Jetfly shall be entitled to extend the agreed ground time and/or time of performance in case:
 - A) Components, parts, and documents requested by Jetfly on time from Customer or any third party are delayed, incomplete or not delivered.
 - B) Aircraft is being delivered late or not in accordance with the terms and conditions set out in the relevant work order or any other contract.
 - C) Customer's default of any other contractual obligation.
 5. In case Jetfly, for reasons beyond its control (e.g. Force Majeure), does not receive the correct delivery of components or parts on time from its subcontractors or suppliers, Jetfly shall be entitled to withdraw from the work order or contract without liability to the Customer whatsoever, provided that Jetfly has informed Customer about the non-availability of the components or items without undue delay.

6. Partial Services

Partial maintenance and system support service as well as partial supply of components and parts shall be permitted provided Customer suffers no disproportional disadvantage thereof.

7. Force Majeure

1. No party shall be liable for any delays due to reason to Force Majeure.
2. Such events may include, depending on the circumstances, events such as, but not limited to, acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, governmental priorities, fires, strikes, lockouts or other labor disputes, nuclear incidents, sabotage or epidemics, quarantine restrictions and freight embargoes, or inability due to causes beyond the party's reasonable control to timely obtain necessary and proper labor, materials, components, facilities, energy, fuel, transportation etc.
3. If a party will have to declare Force majeure (whether for its own or its subcontractors' facilities), Force Majeure must be notified in within seven (7) calendar days of the date the event first occurred.
4. Unless mutually agreed to in writing, the party unable to perform because of Force Majeure is temporarily excused from performance while the incident of Force Majeure is present and obligated to perform once the incident substantially subsides or ends. Such party shall not be subject to damage claims.
5. If the delivery of any component or part is delayed for more than forty-five (45) calendar days of the scheduled delivery, Jetfly may, upon written notice of the supplier of the components or parts, either terminate the work order, in whole or in part, by reason of Force Majeure.

8. Acceptance

1. If a formal acceptance of the Services provided by Jetfly is required by law or regulation, the Customer shall perform such acceptance promptly upon receipt of the notification of completion.
2. If such formal acceptance is not required, the Customer shall inspect the aircraft promptly upon receipt of notification of completion to determine if the Services were completed to his/her satisfaction, and accept the Services provided. The aircraft shall then be deemed by both Parties ready for redelivery.
3. Acceptance shall be deemed to have taken place if the Customer or its representative has taken possession of the aircraft and/or components or parts. Jetfly shall not be obligated to verify the authorization of the person accepting the redelivery of the aircraft and/or components or parts.
4. Upon acceptance and test flight, if required by the Customer at its sole cost and risk, with the assistance of Jetfly, Customer shall take redelivery of the aircraft at Jetfly's working place at the scheduled date.
5. Customer agrees to inform Jetfly promptly upon notification of completion of the provided Services but latest at redelivery, if exchanged components and parts shall be returned to Customer at redelivery, or if Jetfly shall dispose of the exchanged components and parts, if so, or if Customer omits to inform Jetfly, Customer agrees to pay the invoiced disposal fees.
6. If the Customer for any reason whatsoever does not take redelivery upon acceptance and test flight at the scheduled date, Jetfly may park the aircraft in the parking area at their facility at Zweibrücken Airport. Risk and responsibility shall fully pass to the Customer and Jetfly shall not be in any way responsible or liable for the aircraft anymore, except for damages (verifiable) caused by Jetfly's intent or gross negligence. Jetfly will charge the Customer a parking fee at Jetfly's actual standard rate per calendar day. Jetfly shall not be under any obligation to provide such parking and may refuse to do so at its own discretion.

9. Warranty

1. Jetfly warrants that Services provided:
 - A) Are performed and conform to approved airline and manufacturer's standards and practices relevant to authorized providers of services as set forth in EASA Part 145 and acceptable to the Civil Aviation Authority;
 - B) Are performed and conform to approved airline and manufacturer's standards and practices relevant to authorized providers of services as set forth in EASA Part 145 and acceptable to the Civil Aviation Authority;
 - C) Are free of defects in material and workmanship; and
 - D) Conform to all contractual requirements.
2. The warranty term shall be ninety (90) calendar days, or one hundred and fifty (150) flight hours, or hundred (100) cycles of the aircraft whichever occurs first following the completion or the formal acceptance, if required.
3. Jetfly's sole remedy under this warranty shall be expressly and exclusively limited to Jetfly's obligation to remedy any defect free of charge, provided a detailed claim is raised in relevant timeframes as described under 9.2 and 11. Jetfly is entitled to disregard any late notifications and shall, in such case, also be discharged from any product liability. Jetfly will only rectify the defects provided the defect is not the result of any alteration undertaken by any party, other than Jetfly.

Customer shall not be entitled to any additional indemnification whatsoever.

4. In case the aircraft or components or parts are not at Jetfly's working place at the time a defect is reported, Jetfly shall be entitled to appoint any working place where the defect will be rectified. If the aircraft is not in airworthy condition, Jetfly shall pay the costs of ferrying the aircraft to the appointed working place. Jetfly shall be entitled to have the defect rectified by a third party.
5. The warranty shall exclude defects due to normal wear and tear or the aircraft not being operated, handled, or stored by the Customer in accordance with manufacturer's recommendations or in accordance with the flight manual or applicable authority requirements or other causes for which Jetfly is not responsible.

10. Third Party Warranty

1. Jetfly assumes no liability of whatever nature to the customer relating to defects in commercially traded components and/or parts or components and/or parts procured from third parties which have been installed by Jetfly.
2. However, Jetfly will use its best endeavors to obtain from its suppliers of parts and components any warranties and shall assign, if possible, such warranties to the customer.
3. The warranty for work performed by a subcontractor is limited to the warranty given by such subcontractor.

11. Warranty Notice

1. Above warranties are exclusive and Customer waives all other claims for warranties (express or implied) of Jetfly to the Customer arising by law or otherwise with respect to or relating to the supply and maintenance services performed by Jetfly under the work order.
2. Any warranty work carried out by the Customer, or any third party as agreed in writing with Jetfly shall not be reimbursed at a rate higher than Jetfly rates, and in such event Jetfly is not responsible for any aircraft positioning costs, or freight charges which may be incurred.
3. Defects shall be reported to Jetfly in writing promptly after Customer becomes aware of them, at the latest within ten (10) calendar days after discovery.

12. Insurance

1. During the performance of the work covered by this GTC, customer agrees to effect and maintain in full force and effect in respect of the Aircraft Hull and all risk – including war risk -insurance of loss and damage, whilst flying or on ground. All risks property insurance on engines and parts being not installed on the aircraft as well as items or components provided by Jetfly which are leased or loaned to the customer.
2. Aircraft third party legal liability, product liability, property damage / bodily injury, passenger, baggage, cargo, and mail, and airline general third-party legal liability including war risk and allied perils for a CSL (Combined Single Limit) of not less than € 50.000.000 per any one occurrence and in the annual aggregate in respect of product liability and third parts war risks.
3. The insurance:
Shall contain a waiver of subrogation in favor of Jetfly, its personnel and its subcontractors
Shall contain, in relation to any third-party liability, standard gross liability provisions and such provisions primary without the right of contribution

Shall be effected and maintained with insurers of recognized responsibility and reputation

13. Liability

1. Customer shall indemnify Jetfly, its personnel and its subcontractors for any damage to or loss of Customer's Aircraft, of any customer's and/or third parts property, or injury or death of, or any other damage sustained by customer, his personal , agents or third parties during or after, due to a connection with, or in consequence of the performance or non-performance of work under this GTC, unless caused by willful misconduct or gross negligence of Jetfly, its personnel or its subcontractors.
2. Jetfly shall indemnify the customer, its personnel, and its subcontractors for any damage to or loss of Jetfly's property, including premises, or injury or death of, or any other damage sustained by Jetfly, its personnel, agents or third parties, during or after, due to, in connection with or in consequence of the performance or non -performance of work under this GTC, unless caused by willful misconduct or gross negligence of customer its personnel and its subcontractors.
3. Regardless of the above, neither party, including its personnel and its subcontractors, shall be liable for any indirect or consequential damage.
4. Jetfly shall not incur any liability or obligation as a result of any loss of opportunity, any loss of anticipated savings or loss of profits, any loss of production, any loss of business, loss of revenues, harm to business or reputation or any indirect, incidental, collateral, special, punitive or consequential loss whether or not foreseeable, and whether arising in contract, tort (including active, passive or imputed negligence), strict liability or otherwise.
5. Jetfly's liability for damage caused by delay shall be limited to direct damage verifiably caused by Jetfly's gross negligence or intent.
6. In addition, Jetfly's liability shall be limited to 0.05% of the agreed amount for the part of the delayed performance for each day of delay, which amount shall in no case exceed 5% of the agreed amount for the part of delayed performance. Liability for loss of profit shall in any case be precluded.
7. Customer shall be liable for any damage which its representatives caused.
8. Customer shall inform Jetfly immediately about any damage for which Jetfly shall be held liable and shall – upon request – allow Jetfly a damage survey.

14. Handling of "Third Party – Manufacturer Warranties"

If Jetfly handles warranty claims for Customer toward third parties (e.g., manufacturers), Customer's obligation to first remunerate Jetfly's efforts shall remain unaffected thereby. Payments, if any, made by such third party will then be reimbursed to Costumer.

15. Miscellaneous

1. The Customer acknowledges that Serviceable Components, items, materials, their parts and technology and provision of Benefits covered by this Agreement may be subject to export controls and other export documentation requirements of the United States and other countries. The Customer shall comply with any conditions and requirements imposed by the competent authorities and, shall execute and deliver any relevant end-user certificates or other documentation required for compliance with export control regulations to Jetfly.
2. For each order or shipment of material, parts, or equipment under AOG rules or requirements, an AOG handling charge of 5% of the OEM catalog AOG price shall be charged, with a minimum of €

- 500 and a maximum of € 5000 per line item. Notwithstanding and in addition to the above any freight cost will be charged at cost with a markup of 15%
3. Parts provided by the customer for use on the aircraft shall be subject to inspection and approval by Jetfly Quality system. Jetfly will charge a handling fee of 15% of the OEM catalog price, with a minimum of € 200 and a maximum of € 2500 per line item. "Not approved" parts shall be returned at customer's expenses.
 4. Customer accepts and grants approval for any defect rectification up to € 5000 per defect.
 5. An environmental fee of 1 % of the total material cost shall be charged to the customer for scrap material disposal. The fee shall not exceed € 2,000 per maintenance event.
 6. Customer and his representatives or crew who wish to enter Jetfly Technik premises shall comply with all safety procedures, rules and codes of conduct stipulated by Zweibrücken and Jetfly, in their relevant actual version.
 7. Subject to availability and additional charges, customer and/or his representative may order in advance and use an office at Jetfly Technik during the aircraft maintenance.
 8. In case maintenance work cannot be continued due to missing parts beyond the control of Jetfly, or due to pending customer decision, Jetfly is entitled to charge a parking fee to the customer.
 9. Parking on Jetfly area shall be free during the maintenance of the aircraft, including three (3) calendar days before the scheduled start of the maintenance work and three (3) calendar days after the release of the aircraft.
 10. Customer agrees to pay all reasonable attorney's fees, costs and expenses incurred by Jetfly in the enforcement of or as a consequence of any breach of the agreement by the customer. Customer grants and approves Jetfly's right to enforce the contractual right of lien and security interest agreed upon by the parties by virtue of the contract to which the terms and conditions are attached, in order to secure any claims of Jetfly against the customer.

16. Exclusions

1. If for any reason the Customer cancels the ordered job, the Customer shall be liable for all Jetfly cost in relation with but not limited to work preparation, procurement of material, shipping cost and potential restocking and recertification fees.
2. In case of order cancelation by the customer prior to work start Jetfly reserves the right to invoice the following lump sum amounts
 - 20% of the contract value up to 5 weeks prior to work start
 - 30% of the contract value up to 3 weeks prior to work start
 - 50% of the contract value up to 2 weeks or less prior to work start

17. Time & Material

1. In case Services must be provided outside the agreed working place, prices and all further conditions shall be agreed separately in writing.
2. Jetfly will provide a "cost estimate" which means a best estimate in comparison with "price quotes" for findings and defect rectification during the planned downtime. The cost estimate only constitutes a non-binding prognosis as to the prices related to the service to be provided by Jetfly. The cost estimate is not binding and is subject to a final review when all elements are known after accomplishment of the work. Final invoice for this service will be based on the actual time and material. The customer shall perform a down payment in the total amount of the cost estimate for additional works, findings, or defect rectification. Jetfly reserves the right to not perform such work until a payment proof is received. Such payment will be deducted against the final price for the

specific work on the final invoice. Delays in relation to late payment may have an impact on the aircraft down time which are to the detriment of the Customer.

18. Exchange

1. Jetfly shall be entitled but under no obligation to use commercial exchange components and parts. Upon completion and acceptance, if required and as set forth in clause 19. of provided Services, title to all exchanged components and parts supplied by Jetfly remain with Jetfly and Customer acknowledges that Jetfly is entitled to exercise a right of retention over the aircraft and any components and parts related to the aircraft until complete payment of any outstanding invoices in relation to the Services rendered.
2. Prices for exchanged components and parts shall be chargeable. Any later repair due to normal wear and tear is possible at economically justifiable expenses. Customer shall accept exchange conditions prior Jetfly places the order with its supplier. Exchange conditions shall include the a) exchange price and the b) replacement price for the unit in the event the unit is Beyond Economical Repair (BER). An additional invoice to bring the removed unserviceable part into airworthy condition shall be expected. The customer shall approve the repair quote without delay. In this respect, invoicing is subject to correction.

19. Retention of Title, Pledge and Right of Retention

1. Supplied components and parts shall remain Jetfly's property until full payment of all claims arising, now or in future, from the respective contractual relations. Jetfly reserves its right to entry in the register of retention of title and Customer accepts this reservation.
2. Customer shall only sell, transfer as a security, dispose of or pledge supplied components and parts, if it has completely met all payment obligations arising from the contractual relationships with Jetfly.
3. If the components and parts subjected to Jetfly's retention of title are drawn upon by third parties (e.g., by seizure), Customer shall advise third party about such retention of title and immediately inform Jetfly of such event.

20. Applicable Law and Jurisdiction

1. German substantive law shall apply to the exclusion of the German rules on conflicts law (especially of the German Federal Act on Private International Law). The United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly precluded.
2. Both Parties agree to use all reasonable efforts to resolve any and all attitude and by amicable arrangement.
3. If all efforts fail, the ordinary courts of Zweibrücken Germany shall be competent for disputes arising from, or in connection with, a work order or a contract.