



## Standard Terms and Conditions of Sale Parts & Services Heli-One Canada ULC ("Heli-One")

### 1. PRICE and PAYMENT:

A. All prices are net to Heli-One and do not include transportation, insurance, taxes, import or export charges or duties, levies, imposts, penalties, interest or other similar charges (including, without limitation, goods and services tax, harmonized sales tax, sales tax, value added tax, withhold taxes and any transfer tax), all of which shall be the responsibility of the Customer and payable to Heli-One upon demand.

B. Prices as quoted are valid until expired under the terms of the quote. Thereafter prices are subject to change without notice.

C. Unless otherwise set forth in Heli-One's Commercial Proposal referencing this Agreement, at the time of sale (prior to shipment), Customer must make arrangements for pre-payment, credit card payment or COD. Alternatively, upon approval of credit, all balances shall be payable net thirty (30) days of invoice date. ALL sums past due shall bear interest at 1 1/2% per month.

D. If Customer's approval of quote is not received by Heli-One within thirty (30) days, Customer will be invoiced 100% of all associated teardown and inspection costs. If Customer's approval of quote is not received within sixty (60) days, the Customer unit(s) associated with that quote will be returned to the Customer. For unit(s) not returned to the Customer, Heli-One reserves the right to charge a storage fee of \$200.00 USD per day.

E. Customer-supplied parts are limited to a minimum individual piece-part value of \$3,000.00 USD and must not exceed thirty-five percent (35%) of the estimated bill of materials. All Customer supplied parts are subject to an incorporation fee and Heli-One reserves the right, in its sole discretion, not to use a Customer supplied part.

### 2. TERMS OF DELIVERY AND TRANSPORTATION:

Any Aircraft, Component or Material upon which Maintenance is to be performed is to be delivered to HELI-ONE's facility, by CUSTOMER. Prior to any Delivery, CUSTOMER shall send a pre-alert to HELI-ONE with the applicable shipping documents for review.

Delivery of the Aircraft, Component or Material by CUSTOMER to HELI-ONE will be based on DAP designated Heli-One facility (Delivered at Place – Incoterms 2010). HELI-ONE as the importer of record in its country of operation shall be responsible for the import formalities and payment of all import-related taxes and costs such as, but not limited to, customs duty, import GST / VAT and customs brokerage charges related to the delivery of the Aircraft, Components or Materials to HELI-ONE. The CUSTOMER will be responsible for the export formalities in their country of operation and for the export and transportation costs associated with the movement of the Aircraft, Component or Material to the designated HELI-ONE Facility.

CUSTOMER shall follow HELI-ONE's instructions on importing Aircraft, Components and Materials. Ferry flight of Aircraft requires landing at HELI-ONE's designated Airport for customs clearance of the Aircraft.

Following completion of the Maintenance and acceptance by the CUSTOMER, HELI-ONE

shall deliver any Aircraft, Component or Material FCA HELI-ONE's Facility (Incoterms 2010). HELI-ONE will be responsible for the export formalities. The Customer will be responsible for the transportation costs from the HELI-ONE facility and will be responsible for the import formalities in their country of operation.

The CUSTOMER shall ensure that all Aircraft, Component and Material are handled and delivered to HELI-ONE with due care (to ensure that no damage occurs) and in accordance with the applicable Original Equipment Manufacturers ("OEM") requirements and specifications and HELI-ONE's requirements.

If any Aircraft, Component or Material delivered to Heli-One's Designated Facility is damaged or is suspected to have damage, HELI-ONE shall report this to the CUSTOMER immediately. Both Parties shall determine the root cause of the damage for initiation of corrective action. Howsoever caused, HELI-ONE shall have the right to charge the CUSTOMER for the cost of repair or replacement of any damaged Aircraft, Component or Material determined to have been caused by the CUSTOMER. HELI-ONE shall repair or replace at its expense any damaged Aircraft, Component or Material determined to have been caused by HELI-ONE.

Should the CUSTOMER be unable to arrange own transportation and as indicated in this section, CUSTOMER shall reimburse HELI-ONE for any and all costs incurred (plus an applicable handling fee) for any Components shipped between any of HELI-ONE's Designated Facilities and the CUSTOMER's designated facility, as long as such transportation is arranged by HELI-ONE upon request from CUSTOMER.

### 3. TRADE COMPLIANCE

The CUSTOMER acknowledges that HELI-ONE will require the CUSTOMER to provide the trade compliance information regarding the Covered Aircraft, Engines, Components or Material (e.g. Unit Value, HS Classification Code, Country of Origin and Export Control Classification Number) for the purposes of importing and exporting said items. In the event that the CUSTOMER supplies incorrect trade compliance information, the CUSTOMER agrees to indemnify and hold harmless HELI-ONE for any arising expenses, penalties, fines or other costs, and provide HELI-ONE with a written statement identifying the error and the corrected information for the purposes of HELI-ONE providing to the applicable customs or other regulatory authority.

### 4. EXPORT CONTROLS

Shipments under this Agreement are subject to all applicable export controls including without limitation the U.S Re-Export Regulations.

The CUSTOMER will be responsible for all of the export formalities in its country of operation i.e. the CUSTOMER will be responsible for obtaining all export licenses / permits, where legally required, for the items to be exported from its country of operation. HELI-ONE will be responsible for the export formalities in the country proper to Heli-One's Designated Facility and will be responsible for obtaining all export licenses / permits, where legally required for the items to be exported from its country of operation. HELI-ONE shall not be liable for any damage and/or costs incurred by the CUSTOMER if the delivery of Aircraft, Components, Materials or the performance of its obligations under this Agreement is delayed or deemed to be illegal as a consequence of a government

authority refusing to issue an export license / permit or a government authority listing the CUSTOMER as a Denied Person.

CUSTOMER acknowledges its responsibility as an End-User or Broker acting on behalf of an End-User to abide by all applicable laws in respect of export controls as they apply to the part(s), technical document(s) or technology proper to this Agreement herein, including but not limited to not exporting, re-exporting, reselling and/or transferring the part(s), technical document(s) or technology to (a) any party who is listed by the applicable government as being prohibited from receiving said part(s); or (b) any prohibited destination, end-user or end-use.

Where the export control status of a part, technical document or technology is such that official government authorisations e.g. an export license are specifically required for shipment to a destination identified by CUSTOMER then CUSTOMER agrees to provide in a timely manner any and all assistance or documentation requested by HELI-ONE to support the obtaining of the necessary government authorisation or to ensure compliance with the applicable laws and regulations for the performance of the Agreement by both HELI-ONE and CUSTOMER.

## 5. WARRANTY:

### A. Coverage:

a) For the duration of the Warranty Period set forth in Paragraph 5.C. below, Heli-One warrants that parts or components newly repaired or overhauled by Heli-One, will be free of defects of material and workmanship.

b) Parts or components not newly repaired or overhauled by Heli-One are sold and conveyed to Customer "AS IS" without any Heli-One warranty or certification. To the extent such parts or components carry a contractually assignable warranty of the manufacturer or repair facility of record, Heli-One will assign such warranty for the benefit of Customer.

c) Any parts not newly repaired or overhauled by Heli-One and which do not carry a contractually assignable warranty of the manufacturer or repair facility of record are sold and conveyed to Customer "AS IS" in the same condition as received by Heli-One, and Heli-One neither implies nor offers any certification or warranty.

### B. Exceptions: The following conditions do not constitute a defect under this warranty:

a) Conditions resulting from normal wear and tear.

b) Conditions resulting from improper storage, use or any negligent acts or omissions of Customer.

c) Conditions resulting from failure to properly install, service, and/or maintain the part and/or component.

d) Conditions resulting from the use of Customer supplied parts.

e) Conditions resulting from accident or incident or any other sources external to the part at issue, including but not limited to foreign object damage (FOD) or the failure of a part or component other than the part or component newly repaired or overhauled by Heli-One.

### C. Warranty Period For Heli-One Repaired or Overhauled Parts or Components:

a) Six months from date of delivery of part(s) or components and/or completion of service, or 500 flight hours, whichever comes first.

b) The warranty period applicable to a repaired or replaced part is the remainder of the warranty in effect from the original date of delivery and/or completion of service, or the remainder of the original 500 flight hours, whichever comes first, for the part repaired or replaced.

D. Discovery and Notice:

- a) Any claimed defect must be discovered during the warranty period; and
  - b) Heli-One must receive written notice of the discovery no later than ten (10) days after discovery of the defect. The notice must include sufficient information to substantiate the claim.
- E. Remedies: Remedies for warranty claims are limited to repair or replacement of any part or component. Determination of whether a particular part will be repaired or replaced will be at Heli-One's sole discretion.

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F. Disclaimer and Limitations:

ALL PARTS, COMPONENTS AND SERVICES ARE DELIVERED AND SOLD TO CUSTOMER "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND HELI-ONE HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH 3, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, AIRWORTHINESS, CONDITION, DESIGN, OPERATION, FREEDOM FROM INFRINGEMENT, ABSENCE OF LATENT OR OTHER DEFECTS, QUALITY OF MATERIAL OR WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

HELI-ONE DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN. HELI-ONE WILL NOT BE LIABLE FOR REMOVAL OR INSTALLATION COSTS, EXPENSES INCURRED FOR REPAIR OR REPLACEMENT OF PRODUCTS RETURNED UNDER WARRANTY, LOST PROFITS, LOSS OF BUSINESS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES. WITHOUT LIMITING THE FOREGOING CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, HELI-ONE IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGE ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF THE PRODUCT OR SERVICE UNDER THIS AGREEMENT.

## 6. TRANSFER OF TITLE

A. Outright Sales:

Title to each Component, Engine or Material supplied to the CUSTOMER under this Agreement shall be deemed to have been transferred from HELI- ONE to CUSTOMER FCA (INCOTERMS 2010) at HELI-ONE's designated facility (unless otherwise instructed by HELI-ONE or agreed by the parties). Risk of loss or damage shall pass to the CUSTOMER at shipment.

B. Exchanges:

Title to and risk of loss or damage to each Engine or Component core returned to Heli-One by the CUSTOMER shall be deemed to have been transferred from the CUSTOMER to HELI-ONE at the time the relevant Engine or Component core is delivered to HELI-ONE's Designated Facility DAP (INCOTERMS 2010). CUSTOMER warrants and agrees that title to each returned Engine or Component core shall be free of all liens and encumbrances and that it shall deliver to HELI-ONE such documents as may be necessary to transfer title and release any liens or encumbrances affecting each Engine or Component. If the CUSTOMER's interest is that of a lessee or the exchange Engine or Component is subject to liens or encumbrances, the CUSTOMER shall obtain consent from such Owner or lienholder in a form acceptable to HELI-ONE. Returned Engine or Component cores shall be delivered with current and complete documentation. Core units must be returned to Heli-One within fourteen (14) days from date the exchange unit is delivered to CUSTOMER (proof of shipping documentation required). Daily lease charges shall apply for return times that exceed fourteen (14) days. For core units not returned within thirty (30) days, Heli-One reserves the right to convert the exchange into an outright sale and will issue an invoice for the new or replacement price of the Engine or Component, as applicable. Transfer of ownership of the outgoing Engine or Component (the exchange asset) remains subject to the prior performance by the Customer of its obligations including the return of the Customer Core unit and the full payment of the exchange and interests, if any.

#### 7. INDEMNITY:

THE CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE HELI-ONE GROUP FROM AND AGAINST ANY CLAIM, SUIT, DEMAND, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) OR LIABILITY THAT MAY RESULT FROM, ARISE OUT OF OR RELATE TO (A) THE CUSTOMER'S BREACH OF ANY AGREEMENT BETWEEN THE CUSTOMER AND HELI-ONE; (B) THE CUSTOMER'S USE OF OR ACCESS TO THE AIRCRAFT, ANY COMPONENTS AND SUPPORT PROVIDED BY HELI-ONE; (C) THE CUSTOMER'S NEGLIGENCE OR WILFUL MISCONDUCT IN RELATION TO THE COMPONENTS AND SUPPORT PROVIDED BY HELI-ONE; OR (D) INJURY, DEATH OR PROPERTY DAMAGE ARISING WITH RESPECT TO THE AIRCRAFT AND COMPONENT(S), INCLUDING BUT NOT LIMITED TO GROUND RUNS, FLIGHT TESTING OR ACCEPTANCE FLIGHT TESTING OF THE AIRCRAFT, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE HELI-ONE GROUP.

#### 8. DELAY:

HELI-ONE will not be liable for any delay in performance due to causes beyond HELI-ONE's reasonable control including, without limitation, embargoes, blockages, seizures or freeze of assets, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labor strikes or lockouts, riots, insurrection, civil disobedience or acts of criminals or terrorists, war, material shortages or delays in delivery by third parties and, in the event of such delay the date of delivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay.

HELI-ONE WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING

OUT OF ANY DELAY. WITHOUT LIMITING THE FOREGOING CUSTOMER AGREES THAT FOR ANY LIABILITY ARISING OUT OF DELAY HELI-ONE IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGE ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF THE PRODUCT OR SERVICE UNDER THIS AGREEMENT.

#### 9. ENTIRE AGREEMENT, AUTHORITY:

Except for Heli-One's Commercial Proposal referencing this Agreement no statements, negotiations, warranties, course of dealing or usage of trade will be part of the agreement between Heli-One and Customer. Heli-One rejects any of Customer's inconsistent or additional terms, whether submitted before or after the terms and conditions herein, in purchase orders or however stated, and such shall not be part of this Agreement, unless specific and explicit references to changes to this Agreement are made in writing by an authorized representative of Heli-One.

ANYONE SIGNING FOR Customer REPRESENTS THAT SHE OR HE IS EMPLOYED BY Customer IN THE CAPACITY INDICATED AND IS UNEQUIVOCALLY AUTHORIZED TO BIND Customer TO THIS AGREEMENT.

#### 10. PROPRIETARY INFORMATION:

Title to and interest in all confidential, proprietary or trade secret information ("Proprietary Information") belonging to any Party or a third party will at all times remain with such Party or such third party. Each Party will treat all Proprietary Information in confidence and use and disclose the same only as specifically authorized by the other Party. Each Party further agrees to notify the other Party immediately upon learning of any unauthorized distribution, disclosure, or use of such other Party's Proprietary Information.

#### 11. GOVERNING LAW & VENUE:

These terms and conditions will be interpreted under and governed by the laws of British Columbia Canada, except that British Columbia choice of law rules shall not be invoked for the purpose of applying the law of another jurisdiction. In the event of any dispute or claim, the parties hereby agree that any lawsuit or other legal actions shall be filed in the court of general jurisdiction in the city of Vancouver, British Columbia. The parties agree to submit to the jurisdiction of any such court; agree to venue in such court; and waive any defense of forum non conveniens.

#### 12. SEVERABILITY:

If any term or provision of this Agreement, as from time to time amended, or the application thereof to any situation or circumstance, shall be held to be invalid or unenforceable, the remainder of this Agreement, as from time to time amended, or the application of such term or provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term or provision of this Agreement, as from time to time amended, shall be valid and enforceable to the fullest extent permitted by applicable law.

#### 13. CONSTRUCTION:



In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

REV: May 2018