



Fokker Aircraft Services B.V.
General Terms and Conditions for Sale
("GTC")

PROPRIETARY INFORMATION NOTICE

The information contained in this document is Fokker Aircraft Services proprietary information and is disclosed in confidence. It is the property of Fokker Aircraft Services and shall not be used, disclosed to others or reproduced without the express written consent of Fokker Aircraft Services. If consent is given for reproduction in whole or in part, this notice and the notice set forth on each page of this document shall appear in any such reproduction.



CHAPTER 1. GENERAL TERMS

1.1 Definitions

For the purpose of these Terms and Conditions for Sale- the following definitions shall apply (such definitions to be equally applicable to both singular and plural forms of the terms defined):

Additional Services: shall mean the performance of work and the supply of Items which are not scheduled in the Scope of Work and result from the inspection performed as part of the Services;

Agreement: shall mean all written agreements, Orders and Change Orders resulting from or referring to or incorporated in these General Terms and Conditions;

Aircraft: shall mean any aircraft owned, used, operated or maintained (as defined hereinafter) by Buyer;

Approved by the Aviation Authority: shall mean approved directly by the Aviation Authority or indirectly pursuant to a procedure approved by the Aviation Authority;

Approved standard: shall mean a manufacturing/design/maintenance/quality standard approved by the Aviation Authority;

Aviation Authority: shall mean the CAA-NL, the Civil Aviation Authority of the United Kingdom (CAA), FAA, and JAA being the Civil Aviation Authorities of certain European countries having agreed common aviation requirements, referred to as the Joint Aviation Requirements "JAR" and equivalent airworthiness authorities having jurisdiction;

Business Day: shall mean any day other than Saturday, Sunday or public holiday, on which international banks are open for business in Amsterdam, the Netherlands;

Buyer: shall mean the party to whom Seller provides Services;

BFE (Buyer Furnished Equipment): shall mean Items, tooling or other equipment made available to Seller by Buyer and to be used or applied in performing the (Aircraft Maintenance) Services

CAA-NL: shall mean the Civil Aviation Authority Netherlands and any other Netherlands governmental authority or successor having the same jurisdiction;

Change Order: shall mean a written amendment to (a part of) the Agreement which is dated and signed by both Seller and Buyer and is attached to the Agreement, e.g. Additional Repair Agreement (ARA) or work request;

COC (Certificate of Conformity): shall mean the document released by Seller which certifies that the Aircraft Maintenance Services and, as the case may be, Aircraft Maintenance Additional Services under the Agreement have been performed by Seller, not being on the basis of any relevant aviation authority approval;

Conditions: shall mean the terms and conditions as stipulated in Part two (2) of these General Terms and Conditions for Sale;

Component: shall mean any self-contained part, combination of parts, sub-assemblies or units, which perform a distinctive function necessary to the operation of a system. Components have a component maintenance manual and/or bear a distinctive and unique part/serial number as specified by the OEM;

CRS (Certificate of Release to Service): shall mean the document provided by Seller which certifies that the Aircraft Maintenance Services and, as the case may be, Aircraft Maintenance Additional



Services under the Agreement have been performed by Seller in accordance with the procedures of its MOE and that the Aircraft, to the extent it concerns such (Additional) Services, is ready for release to service;

Days: shall mean Business Days;

DDP: shall mean Delivered Duty Paid as defined in the Incoterms 2010 issued by the International Chamber of Commerce, Paris, France;

Documentation: shall mean technical data, information or parts thereof contained in documents (including Aircraft documentation), drawings, (Training) manuals, or any revision service thereto, computer programming information, software or other data relative to computer interfacing and all other forms of media storing, containing, conveying or embodying information, regardless of whether the information is in hard copy, electronic, or any other form;

Ex-works: shall mean Ex-works as defined in the Incoterms 2010 issued by the International Chamber of Commerce, Paris, France;

FAA: shall mean the Federal Aviation Administration of the United States of America. This term includes the Administrator of the Federal Aviation Administration or any other governmental authority of the United States of America having the same jurisdiction;

Fokker Parts: shall mean any Item of which Fokker Services B.V. owns the design responsibility;

General Terms: shall mean the terms and conditions as stipulated in Part one (1) of these General Terms and Conditions for Sale;

Indemnitees: shall mean Fokker Aircraft Services B.V., any of its assignees, its affiliated company Fokker Services B.V., agents, representatives, consultants, subcontractors, suppliers or any of their officers, directors and any other person or persons in their employment or having similar relationship;

Inspection: shall mean the examination of an Aircraft or an Aircraft Component to establish conformity with an Approved standard (or shall mean with respect to the verb 'to inspect': any activity or work to perform an Inspection);

Intellectual Proprietary Rights: shall mean patent rights, design rights, copyrights, rights relating to know how, software and the use of other computer programs, permits, grants, concessions, specifications, liens and other comparable rights;

Item: shall mean any level of hardware assembly (i.e. system, subsystem, module, accessory, Component, unit, part and such likes);

Maintenance: shall mean any one or combination of Inspection, modification, overhaul, repair, defect rectification of an Aircraft or Aircraft Component (or shall mean with respect to the verb 'to maintain': any activity or work to perform Maintenance);

MOE (Maintenance Organisation Exposition): shall mean the current maintenance organisation manual of Seller as approved under Joint Aviation Regulation (JAR) 145;

Normal Operational Wear and Tear: shall mean a process of deterioration caused by the normal use of the part according to the manufacturer's repair & overhaul, operating and maintenance manuals and other related documentation;

OEM or Vendor: shall mean original equipment manufacturer or supplier;

Off-aircraft Maintenance: shall mean the costs relating to the labour and material expended on the Maintenance of Components;



On-aircraft Maintenance: shall mean the costs relating to the Maintenance on all expendable materials and all repairables without a component maintenance manual, except the maintenance on removable structural parts of which removal and installation procedures are described in Buyer's applicable maintenance manual;

Order: shall mean any purchase order issued by Buyer either in writing or by telex, facsimile or any data processing instrument, confirmed by a written purchase order or an approval identification code as separately agreed upon between Seller and Buyer;

Scope of Work: shall mean the scope of work as attached to the Agreement;

Seller: shall mean Fokker Aircraft Services B.V.;

Seller's Facility: shall mean such plant or facility in The Netherlands as may be designated by Seller;

Services: shall mean Aircraft support services and Training described in Chapter 2.1 and 2.2 and such other services requested by Buyer that Seller agrees to provide;

Taxes: shall mean any taxes, duties, imposts and other charges of any kind excluding value added taxes; and

Vendor Parts: shall mean any Item that is not covered by the definition of Fokker Parts.



1.2

General

The General Terms and Conditions as mentioned in this document shall exclusively apply to and shall govern any quotation, contract negotiations and any Agreement pertaining to the rendering of Services by Seller to Buyer, including E-commerce Services via the internet, notwithstanding and irrespective of what shall be stated in or on Orders, letters, general conditions and any other documents issued by or on behalf of Buyer, unless expressly stated otherwise by Seller in any written document issued by Seller.

1.3 Quotations, Order and Order Acknowledgement

- (A) Upon Buyer's request, Seller shall make price, schedule or special program quotations which quotations shall remain valid for a period of thirty (30) calendar days after quotation issue date, unless otherwise stated in the relevant quotation.
- (B) Orders for the rendering of Services shall be placed by Buyer in the English language and in conformance with the requirements stipulated therein and in this GTC.
- (C) Buyer's Order shall be accepted by Seller, if no quotation has been issued, by way of an Order Acknowledgement within fifteen (15) Days after receipt of Buyer's Order.
- (D) Within five (5) Days after the date of Seller's order acknowledgement Buyer shall inform Seller in writing of any discrepancy between Seller's order acknowledgement and Buyer's Order, failing which such Buyer's Order shall be binding upon Seller and Buyer as from the date of Seller's Order Acknowledgement.
- (E) If Buyer requests Seller to render Additional Services to Buyer and the price of such Additional Services has not been specified in Seller's quotation or order acknowledgement, Seller shall invoice Buyer for the then current selling prices to such Additional Services.
- (F) Seller shall only render Services to Buyer, provided that Buyer has placed an Order and, and Seller has acknowledged Buyer's order in accordance with this Article 1.3.
- (G) Buyer may cancel an Order, as acknowledged by Seller prior to the commencement of the performance of the Services. In such case Seller may recover from Buyer any actual damages arising there from in an amount not more than the price of the Services that would have been performed and/or Item to be delivered covered by the cancelled Order. The cancellation charge shall be based upon the costs and expenses incurred by Seller in fulfilling the specific Order before Buyer's cancellation of the Order as well as any third party claim in connection with such cancellation. Upon Buyer's request, Seller shall substantiate such costs and expenses.



1.4 Invoices and Payment Conditions

- (A) Seller will submit invoices to Buyer upon completion of Services called for by Buyer's Order. Advance payments will be credited against Seller's invoice issued against such Order.
- (B) All payments to Seller shall be made net in EUR or in the currency in which Seller has quoted the Services to the credit of Seller's account with a bank to be nominated by Seller. All bank charges and fees which arise out of or are in any way related to any payment made by Buyer under the Agreement, including but not limited on account of establishing a confirmed irrevocable letter of credit, shall be borne by Buyer.
- (C) All sums payable to Seller shall be paid in full, without notice or demand being required and without protest, defence, set off or counterclaim and free and clear of all deductions or withholdings whatsoever within the term as specified on Seller's invoice and / or in this GTC.
- (D) In case Seller does not receive any amount due on the agreed date(s), Seller shall have the right to claim from Buyer and Buyer shall promptly pay Seller for every day of delay in payment, as a compensation for loss of interests, an amount equal to the the amount so delayed in payment, compounded on a month to month basis. This percentage shall be calculated either on the basis of the London Interbank Offered Rate (LIBOR) for one (1) month United States Dollars plus three (3) per cent, to be fixed at 11.00 am on the first business day of each calendar month for any US Dollar payment or on an amount equal to the EURIBOR interest rate for any euro payment. Claiming or refraining from such compensation from Buyer shall not prejudice any other rights of Seller under the Agreement or at law. Without prejudice to the above, Seller may in addition charge Buyer for reasonable expenses incurred in connection with the collection of invoiced amounts (including legal expenses).
- (E) All payments to be credited to Seller's account shall first be set off against costs and/or expenses, including charges and disbursements for legal services (if any), then against outstanding interest (if any) and finally against the principal claim. In the event of several outstanding debts, the payments received shall be set off against the oldest claim in the same manner.
- (F) Seller may at all times require Buyer to make (an) advance payment (s) or to provide further security for the payment of the amount to be due for any Services to be rendered by Seller to Buyer.

1.5 Delivery

- (A) **Delivery**
All Items and/or Services shall be delivered to Buyer Ex-works Seller's designated facility.
- (B) **Packing**
Where applicable, all Items to be delivered to Buyer or Seller shall be packed in suitable export packing generally in accordance with ATA Specification 300 Cat. II. If specifically requested by Buyer, ATA Specification 300 Cat. V containers or equivalents shall be used and the additional costs involved shall be for Buyer's account.



(C) Certification

Items delivered by Seller to Buyer shall be accompanied by an Authorised Release Certificate such as a JAA Form One, FAA Form 8130, TCA Form 24-0078 or Certificate of Conformity.

(D) Title, Risk and Ownership

- (1) Seller will convey to Buyer good title to each Item and/or Service free and clear of all liens, claims, charges and encumbrances, except as provided for in Article 1.11 of the General Terms, upon the latter of (a) delivery of such Item and/or Service or (b) receipt of full payment for such Item and/or Service.
- (2) From the time of delivery, risk of loss of or damage to the Items and/or Services supplied by Seller to Buyer shall be for Buyer.
- (3) To the maximum extent allowed under applicable laws, Seller reserves its ownership rights on all Items as well as spare Items supplied by it, until full payment of all invoices for services performed by Seller have been settled by Buyer. In case of non-payment by Buyer of any amount due to Seller, parties agree that Seller has by virtue of amounts due for work performed hereunder a right of detention on any assets of Buyer, which are at that moment in the custody of Seller (regardless whether such assets are the property of Buyer).
- (4) Due to the Dutch Civil Law, installed Items could be determined to be a dependent part of the Aircraft on which the Item has been installed, and as a consequence, then the owner of the Aircraft is owner of all parts and / or equipment installed in and / or on the Aircraft, to the extent the law does not provide otherwise. In such case Seller shall have the right to claim from Buyer an amount equal to the value of a new similar Item, in an event such as but not limited to insolvency of Buyer, Buyer makes a general assignment for the benefit of its creditors, in case of bankruptcy of Buyer or a similar situation occurs.

1.6 Taxes, Duties, Licenses and Special Documents

- (A) Any Taxes levied by any Netherlands authority in The Netherlands on Services to be rendered to Buyer shall be for the account of Seller.
- (B) Any Taxes, which are not covered under Article 1.6(A) above, shall be for the account of Buyer. If under the provisions of any applicable law or regulation such Taxes are to be paid by Seller, Buyer shall fully reimburse Seller. If a claim for any such Taxes is made against Seller, Seller shall at Buyer's expense take such action as Buyer may reasonably direct to recover any amount paid by Seller, and shall, if requested by Buyer, permit Buyer in Seller's name to file a claim or prosecute an action to recover such payment.
- (C) Seller shall obtain and pay for any licenses or special documents required by The Netherlands authorities for the performance of the Services.
- (D) Buyer shall obtain and pay for any licenses or special documents not covered in Article 1.6(C) above.
- (E) Any licenses or special documents to be obtained from the country of origin of any Service and required in Buyer's country of statutory residence shall be arranged, if possible, by Seller. Any costs and expenses incurred by Seller in obtaining such licenses or special documents shall be borne and be payable by Buyer and Buyer shall reimburse Seller for such costs and expenses promptly upon presentation of Seller's invoice.



1.7 Excusable Delay

Seller shall not be responsible for, nor be in default for failure or delay in the performance of any of its obligations under the Agreement for the time and to the extent such failure or delay is wholly or principally due to any of the following events:

Acts of God or public enemy; civil war, warlike situations, insurrections, riots; fires; explosions; accidents; floods, inundations, earthquakes, or natural disasters; epidemics or quarantine restrictions; any governmental act, governmental priorities, governmental allocation regulation or orders affecting or prohibiting performance of Services; strikes or labour dispute causing cessation, slowdown or interruption of work; unavailability or inaccessibility of Seller's warehouse(s), maintenance or other facilities or office(s) or of supplier's services or premises; weather unfavourable for flying; inability to import any of the Services into Buyer's country due to customs and / or governmental regulations or acts; delay in transportation; or inability for Seller after due and timely diligence to procure the relevant components, systems, materials, accessories, parts, tools or other (ground support) equipment for the Aircraft, or delay in delivery thereof to Seller; preventive measures by Seller to avoid damage to materials, facilities or Aircraft or due to any other cause to the extent that such other cause is neither within Seller's reasonable control nor is occasioned by Seller's fault or negligence.

Delays resulting from any of the foregoing causes are referred to as "Excusable Delay(s)". Promptly upon occurrence of any such cause which may result in a delay in the delivery of any Service or in the performance of any other obligation of Seller under the Agreement, Seller shall give notice of such anticipated delay to Buyer, which notice shall identify such occurrence and specify the period of delay which may be reasonably expected to result there from.

1.8 Disclaimer and Release

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER AND REMEDIES OF BUYER SET FORTH IN THESE GENERAL TERMS AND STANDARD CONDITIONS AND ANY AGREEMENTS, ORDERS AND CHANGE ORDERS PERTAINING THERETO, IF ANY, ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF INDEMNITEES AND RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST INDEMNITEES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DELAY IN DELIVERY OF SERVICES OR NONCONFORMITY OF OR DEFECT IN ANY SERVICE PERFORMED AND/OR ITEM DELIVERED, INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF INDEMNITEES, ACTUAL OR IMPUTED, AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT AND/OR ANY SERVICE PERFORMED AND/OR ITEM DELIVERED , FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO ANY AIRCRAFT AND/OR ANY SERVICE PERFORMED AND/OR ITEM DELIVERED OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.



1.9 Liability and Indemnity

- (A) Seller, its personnel, directors, shareholders, affiliates and its subcontractors shall not be liable towards Buyer for any loss or damage of whatever nature and howsoever caused unless in case of proven gross negligence or wilful misconduct of Seller as a company. The above release by Buyer includes any damage or loss of property of Buyer including the Aircraft as well as mental or physical injury sustained by, or death of, Buyer's personnel, regardless whether liability of Seller may arise under contract or law during or after the performances of Seller or its subcontractors under the Agreement. Seller shall in any event never be liable for any indirect or consequential damages, including but not limited to the loss of use, revenue or profit.
- (B) Buyer shall indemnify and hold the Indemnitees harmless from and against any and all claims against, or liabilities of, Indemnitees as well as cost and expenses (including legal fees in defending such claims and liabilities) incurred by Indemnitees, in relation to any loss or damage of whatever kind and nature which may be suffered by a third party (other than Indemnitees) due to the injury to or death of persons, other than Indemnitees, and for any loss of or damage to property other than property of Indemnitees, arising directly or indirectly out of the performances under the Agreement, unless Buyer proves wilful misconduct or gross negligence of Seller as a company.

1.10 Insurance

- (A) Buyer shall maintain the following insurance: Hull All Risks, Hull and Spares, War and Allied Perils, Spares All Risks Insurance and Comprehensive Airline Third Party Liability Insurance (including products liability) comparable to similar insurance usually taken out by companies engaged in the same or similar business as Buyer.

In respect of Hull All Risk, Hull and Spares, War and Allied Perils, and Spares All Risk Insurance:

- (1) Any Item loaned or exchanged by Seller to Buyer:
Buyer shall include Items at the agreed value and will name Seller as Additional Insured for Seller's respective rights and interests and as loss payee in respect of such Items.
- (2) Any Aircraft or Item including Items not installed on the Aircraft on which Seller is to perform Maintenance:
Buyer will waive any rights of subrogation against Seller, its personnel and its subcontractors until risk of loss thereof or damage thereto has passed to Buyer pursuant to the relevant Scope of Work.
- (3) Test Flights:
- (a) Test flights to be conducted by Seller's pilots from Seller's facility in The Netherlands.
Seller will insure the Aircraft for flight and ground risks and Third Party Liability and will name the Buyer as additional insured.
- (b) Test flights to be conducted by or under command of Seller's pilots from an airport outside The Netherlands.
Buyer will insure the Aircraft for flight and ground risk and waive rights of subrogation against the Seller.
- (c) The value of the Aircraft will be determined in the relevant Order.
Seller's liability in respect of the Aircraft will be limited to the amount of the agreed insured value and Buyer will indemnify and hold Seller harmless from and against any liabilities exceeding the agreed insurance value.

In respect of Airline Third Party Liability Insurance:

Buyer will add the Seller, its assignees and subcontractors, and their directors, officers, employees and persons hired to perform services as additional insured to the extent required in the Indemnity of Article 1.9 and shall include a severability of interest clause.



In respect of all Insurance:

- (1) Buyer will include breach of warranty cover and provide Seller with thirty (30) Days (seven (7) Days of such period as is customary in respect of War and Allied Perils) written notice of cancellation or material change in the insurance policies; and
 - (2) The outlined coverage shall not be invalidated to the extent it concerns Seller, its personnel and its subcontractors by any act or omission or breach or violation of Buyer of any of its obligations contained in the insurance policies.
- (B) Buyer shall furnish duly undersigned copies of certificates of insurance evidencing the above requirements of this Article 10.
- (C) In case of liability of Seller for a "total loss" or "constructive or agreed total loss" of the Aircraft and /or Item and/or Services supplied by Buyer, Seller will remit the amount(s) received under said insurance coverage to Buyer, after deduction of all costs and expenses of Seller for services performed until and in connection with such "total loss" or "constructive or agreed total loss" occurrence.

1.11 Non-Disclosure - Non-Delivery by Buyer

- (A) Buyer covenants:
- (1) that Documentation which has been or shall be furnished by Seller to Buyer in connection with this Agreement shall not, in any form whatsoever, without Seller's prior written approval hereto, be disclosed to any third party nor be used by Buyer for purposes other for which it was provided;
 - (2) that nothing contained in the Documentation shall be deemed to convey to Buyer Intellectual Proprietary Rights held or controlled by Seller. Ownership in all Documentation delivered by Seller under the Agreement shall, subject to the rights of any other owner or party with any title, rest with Seller;
 - (3) that Buyer permits Seller to adopt changes originated by Buyer and incorporated by Seller in Buyer's Documentation for release to other operators' Documentation. However, if Buyer does not wish that such changes be included in other operators' Documentation, requests by Buyer for proprietary handling will be respected.
 - (4) that if any disclosure is required by law, Buyer shall use its best efforts to limit such disclosure, including a request for confidential treatment or implementing other means reasonably requested by Seller.
- (B) Buyer shall not deliver any Item or Documentation and Buyer shall issue upon Seller's request any statement or declaration that Buyer shall not deliver any Item or Documentation supplied by Seller to Buyer to any third party, which has been excluded from delivery of such Item or Documentation or to which delivery thereof has been made subject to prior written (conditional) license, authorisation, permit or approval by the working or enforcement of any Law or constitution of any country having jurisdiction over the OEM, Vendor or over Seller.

1.12 Termination

- (A) Without prejudice to the terms and conditions of the Agreement, if either party shall refuse, neglect, or fail to substantially perform, observe and keep any of the material terms or conditions contained in the Agreement to be performed, observed, and kept by such party and such refusal, neglect, or failure shall continue for a period of fifteen (15) Days after written notice thereof, such refusal, neglect, or failure shall constitute a default under the Agreement in respect of which the other party shall have the right to terminate the Agreement in whole or in part by a further written notice, effective immediately to the party in default without any court interference being necessary.



- (B) In addition to and notwithstanding the foregoing, a party shall be deemed in default hereunder and the Agreement shall terminate automatically effective immediately by written notice if the other party contemplated a decision to request for suspension of payment or bankruptcy, or is the subject of a request for suspension of payments or bankruptcy filed by a third party, or contemplated a decision for the termination and/or liquidation of (a substantial part of) its business.
- (C) All invoices and payment conditions, liabilities and Indemnities, Insurance, non-disclosures, non-deliveries, warranties, Immunity waiver, applicable law and Arbitration and assignment shall survive termination of the Agreement.
- (D) The above provisions shall survive termination of the Agreement.

1.13 Assignment

- (A) The Agreement shall inure for the benefit of and be binding upon each of the parties hereto and their respective successors and assignees. Neither the Agreement, nor any duty, right, interest therein may be delegated, assigned, or otherwise transferred in any manner by such party without the prior written consent of the other party, which consent shall not be withheld in the event of corporation amalgamation or reorganisation or subsidiary restructuring of one of the party's activity provided that the assignee effectively undertakes to comply with all the terms and conditions of the Agreement as though it had been an original party hereto.
- (B) However, Seller reserves the right to make use of the services of specialised subcontractors where deemed appropriate at its own discretion. Such subcontracting shall not relieve Seller from its obligations under the terms of the Agreement.
- (C) Either party may assign claims for monies due or to become due hereunder to any bank, trust company or other financial institution, including any governmental lending agency.
- (D) The assigning party shall provide the other party with two (2) signed copies of any assignment, one of which shall be returned to the assigning party dated and signed and executed by the other party for approval and acceptance of such assignment.

1.14 Non-waiver

The failure of Seller to enforce any of its remedies or to require strict performance of any obligations of Buyer under the Agreement shall not constitute a present or future waiver by Seller of such remedy or obligation.

1.15 Miscellaneous

- (A) Order of Precedence
Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
 - The Agreement
 - Conditions as mentioned in Chapter 2.1 and 2.2 of this GTC
 - General Terms as mentioned in Chapter 1 of this GTC
- (B) In the Agreement, unless the context requires otherwise, words denoting the singular number shall include the plural and vice versa.
- (C) Notices
All notices and requests in connection with the Agreement shall be given in writing and may be given by facsimile, cable, telex or any other customary means of communication to be followed by written notice or request to Seller's address as specified in the Agreement. The effective date of any notice or request sent in connection with the Agreement shall be the date on which the addressee receives it.



- (D) English Language
 - (i) The performance of Services and all communications between Seller and Buyer regarding the Agreement shall be in the English language.
 - (ii) Notwithstanding any translation of the Agreement, whether or not contemporaneous with the negotiation or execution of the Agreement, the English version of the Agreement shall exclusively control all matters of interpretation.
- (E) Headings

Article and paragraph headings used in the Agreement are for reference only and shall not affect the construction or the interpretation of the Agreement.
- (F) Aviation Authority Requirements

It is expressly stated hereby that the mandatory requirements or other regulations issued from time to time by the Aviation Authorities, and imposed on Seller, shall be considered an integral part of the Agreement to the extent applicable to the Services, and consequently any conflicting provisions as set forth herein shall be considered null and void, unless otherwise stated.
- (G) Seller's personnel abroad
 - (i) Personnel of Seller or its subcontractor shall not be obliged under the Agreement to work in excess of five (5) calendar days per calendar week or in excess of eight (8) hours in any 24-hours period;
 - (ii) Seller shall charge work performed by any member of the personnel of Seller or its subcontractor as overtime when such work either exceeds the eight (8) hours per man / calendar day or such work will be performed on Saturdays, Sundays or public holidays in Buyer's country, or when such work will be performed during night-shifts (work performed between 10 PM on the one day and 6 AM on the following day), unless Seller and Buyer have agreed otherwise in writing.
- (H) If any provision of the Agreement shall be invalid or unenforceable, it shall be replaced by such valid or enforceable provision available under applicable law that most closely approaches the invalid or unenforceable provision in economic effect. Parties hereby waive and release any and all rights they may have to dissolve the Agreement or to invoke the invalidity thereof on the basis of the above.

1.16 Immunity waiver

To the extent that Buyer may in any jurisdiction claim for itself or its assets (including the Aircraft) immunity from suit, enforcement of judgements, pre- or post trial arrest or attachment or other legal process and to the extent that in any such jurisdiction there may be attributed to Buyer or its assets (including the Aircraft) such immunity (whether or not claimed), Buyer hereby irrevocably agrees not to claim and hereby irrevocably waives any immunity to the fullest extent permitted by the laws of such jurisdiction.

1.17 Applicable Law and Arbitration

- (A) The Agreement shall be governed by and construed and interpreted in accordance with the law of The Netherlands.
- (B) All disputes arising in connection with this Agreement shall be finally settled by a court of competent jurisdiction in the Netherlands.



CHAPTER 2.1 Conditions for Aircraft Maintenance

2.1.2 Subject Matter

- (A) Seller shall for and on order of Buyer perform Maintenance services at Seller's Facility for the Aircraft subject to the terms and conditions set forth in the Agreement, taking into account the additional provisions related thereto in these Conditions for Aircraft Maintenance Services and the General Terms set forth in part one (1) of the GTC.
- (B) Commencement of the performance of the Services is subject to (i) timely delivery of the Aircraft and, as the case may be, any BFE and/or accessory documentation and (ii) Buyer's fulfilment of its obligations as set forth in (if applicable) Articles 1.10 (B), 2.1.2 (D), 2.1.6 (D), 2.1.6 (F), 2.1.7 (A) and 2.1.12 (A) and will be on a date to be mutually agreed upon. If any of the above conditions precedent has not been complied with on the agreed date, then the commencement of the performance of the Services shall be deferred until a later date to be mutually agreed upon.
- (C) In the event of delivery of the Aircraft and/or BFE and/or accessory documentation after the date as mutually agreed upon, Buyer shall make a late delivery payment to Seller of EUR 10,000 per day subject to a cap of 50% of the contract price for the Services as compensation to Seller for the general administrative, overhead and other similar losses, costs and expenses suffered by Seller arising out of or related to such delayed delivery of the Aircraft and/or BFE and/or accessory documentation.
- (D) Any BFE supplied by Buyer shall be specified separately in the Scope of Work or Change Order. If applicable, Seller shall ascertain that, at the time of delivery to Seller, the BFE meets the approved airworthiness data or other relevant standards to ensure that the BFE is in a satisfactory condition for installation in the Aircraft.
The BFE and the accessory documentation, being EASA Form One or a certificate approved by the local airworthiness authorities shall be delivered at Seller's Facility at Buyer's risk and expense on a date and hour to be mutually agreed upon. If Buyer fails to timely supply the agreed BFE and/or accessory documentation and such could result in a delay in the performance of the Services, then Seller may apply similar Items from its own stock against the then current selling prices.
- (E) In case applicable with regard to the aircraft type, Buyer shall be responsible to inform Seller prior to arrival of the Aircraft at Seller' Facility, whether Strontium Chromate (in tablet form) is used in the Aircraft. In the event this will be the case Seller will need to follow specific safety precautions.
- (F) The period of performance per Aircraft shall be specified in the Agreement. Ultimately on the final day of the period of performance, the Services will have been completed and the Aircraft shall be made available to Buyer in accordance with Article 2.1.7 (B), provided that the date on which the Services or the Additional Services (if any) have to be completed has not been deferred to a later date pursuant to the Agreement.

2.1.3 Services

- (A) Included in the Services are:
 - (1) All scheduled tasks stipulated in the Maintenance Program of Buyer mentioned in the Scope of Work, including On-aircraft Maintenance as a result of such scheduled tasks up to the ARA limit;
 - (2) The installation in the Aircraft of any BFE mentioned in the Scope of Work;
 - (3) All Services otherwise agreed upon as specified in the Scope of Work.



All the aforementioned Services shall be performed by Seller and charged to Buyer in accordance with the provisions related thereto as specified in part 1 of the Scope of Work attached to the Agreement;

- (B) The Services shall be performed in accordance with the procedures of the MOE of Seller. In the event that the national airworthiness authority having competence over the Aircraft is not part of the Joint Aviation Authorities (JAA) or has not (fully) implemented the relevant Joint Aviation Regulation(s), then it is Buyer's responsibility to ensure, at its own expense, that adequate arrangements (if required) shall be in place between such national airworthiness authority and the CAA-NL prior to the commencement of the performance of the Services.

2.1.4 Change Order

- (A) Any changes to the Agreement, including but not limited to any changes to the Scope of Work, shall be laid down in a Change Order, which shall only be binding when signed by the duly authorised representatives of both Seller and Buyer.
Change Orders shall specify in detail the consequences thereof to the contract price and method of payment, the re-delivery date of the relevant Aircraft, the effect on the warranty and the time the change becomes effective. Change Orders shall be numbered subsequently and shall be attached to the Agreement.
- (B) The estimated prices applicable for changes to the Scope of Work and/or Additional Services are without engagement and shall be specified in the Change Order.

2.1.5 Additional Services

- (A) Not included in the Services are:
- (1) On-aircraft Maintenance as a result of scheduled tasks exceeding the ARA limit as specified in part 1 of the Scope of Work;
 - (2) All On-aircraft Maintenance as a result of non-scheduled tasks;
 - (3) All off-aircraft rectifications, unless otherwise specified in the Scope of Work;
 - (4) The installation in the Aircraft of any BFE not specified in the Scope of Work;
 - (5) Short term and flyaway storage of the Aircraft at Seller's Facility;
 - (6) All additional work otherwise agreed upon in writing with Buyer.

All the aforementioned Services shall be considered by Seller as Additional Services and such Additional Services shall be performed by Seller in accordance with Article 2.1.5 (B) and charged to Buyer in accordance with the provisions related thereto as specified in part 2 of the Scope of Work attached to the Agreement;

- (B) The performance of Additional Services shall be conditional upon a duly executed Change Order.

2.1.6 Pricing and Specific Invoicing terms

- (A) The contract price for the Services to be performed under this Chapter 2.1 shall be specified in the pro forma invoice that shall be prepared on the basis of the initial Scope of Work.
The final contract price shall be adjusted in accordance with the Additional Services performed by Seller under the Agreement, as well as other actual cost, expenses or charges due by Buyer to Seller pursuant to the relevant provisions of the Agreement.



- (B) Prior to commencement of the performance of the Services, Buyer shall pay to Seller fifty (50) per cent of the contract price as specified in the pro forma invoice. Alternatively, Buyer may open a confirmed irrevocable letter of credit which letter of credit must be payable and confirmed by a leading bank within the Dutch monetary system for the entire contract price. All bank charges and fees which arise out of or are in any way related to any payment made by Buyer under this Agreement, including but not limited on account of establishing a confirmed irrevocable letter of credit, shall be borne by Buyer.
- (C) In the event Buyer shall not opt for the above letter of credit, the remaining fifty (50) per cent of the contract price shall be paid before re-delivery of the Aircraft in accordance with Article 2.1.7.
- (D) In the event that the total contract price under this Agreement turns out to be higher than the contract price mentioned in the pro forma invoice, by reason of Additional Services performed by Seller in accordance with this Agreement and / or other actual cost, expenses or charges, these Additional Services and / or other actual cost, expenses or charges shall be specified in a separate Seller pro-forma invoice to be issued before redelivery of the Aircraft.
- (E) Before re-delivery of the Aircraft, Seller shall send to Buyer a separate pro-forma invoice reflecting the remaining 50% of the contract price as specified in Article 2.1.6 (D) and the amount for Additional Services and / or other actual cost, expenses or charges.
- (F) Buyer shall pay to Seller the amount as specified on this separate pro-forma invoice in full ultimately the day before re-delivery of the Aircraft. Simultaneously Buyer shall provide proof of payment thereof to Seller.
- (G) After re-delivery of the Aircraft, Seller shall send a final invoice to Buyer. The total amount on this final invoice includes the Contract Price and all amounts for Additional Services, costs, expenses and / or charges and will reflect the part that has already been paid by Buyer. Buyer shall arrange for the total amount to be paid within thirty (30) calendar days upon the date of said invoice. In case of a credit invoice, all payments to be credited to Buyer's account will be first set off against undisputed overdue invoices.
- (H) In the event that the costs of the Services performed under the Agreement are to be compensated under Buyer's insurance policy, then Buyer shall instruct its insurers/reinsurers to make all payments with respect to and in compliance with Article 2.1.6 of these Conditions and Article 1.4 of the General Terms directly to Seller. Buyer hereby assigns and transfers to Seller any claim it may have on its insurers in this respect.
The above shall not release Buyer in any way of its principal obligation to meet the conditions stipulated in Article 2.1.6 of these Conditions and Article 1.4 of the General Terms.

2.1.7 Acceptance; Re-Delivery

- (A) Unless specifically agreed otherwise, Buyer shall have its own representative at Seller's facilities during Seller's performance under the Agreement. Buyer shall provide Seller at least twenty-four (24) hours prior to the commencement of the performance of the Services the name and function of its representative. Seller shall make office space and the necessary communication facilities available. Costs related to travelling, board and lodging, and local transportation of such representation are for the account of Buyer. Buyer's representative shall be entitled to inspect the performance of the (Additional) Services, provided that such inspection shall not interfere with the scheduled progress of Seller's activities.



Buyer's representative shall furthermore be regarded as duly authorised for both technical and financial amendments to the Agreement in accordance with Article 2.1.4 (A). Buyer's authorised representative shall within twelve (12) hours after receipt of any Change Order give notice of his refusal or acceptance of the performance by Seller of the proposed Additional Services. In the event that Buyer's authorised representative fails to give notice to Seller of his refusal or acceptance within the aforesaid term, the performance of Additional Services mentioned in the Change Order are deemed accepted by Buyer.

- (B) Upon completion of the Services and Additional Services (if any), Seller shall prepare a CRS or, as the case may be, a COC. Seller will notify Buyer through its authorised representative that the (Additional) Services have been completed. The authorised representative of Buyer may hold a final inspection of the (Additional) Services and may carry out, if applicable, test flights. Such final inspection and, if applicable, test flights must be performed within twenty four (24) hours after the receipt of the above notification, whereupon the representative shall sign a Certificate of Acceptance to reflect that Buyer accepts that the (Additional) Services have been completed in accordance with the Agreement.
- (C) In the event that during the final inspection the Aircraft or any part thereof, on which Services or Additional Services have been performed by Seller, will fail to function properly, Seller shall correct such failure promptly, whereupon Buyer's representative shall sign the Certificate of Acceptance.
- (D) The Aircraft shall be deemed to have been re-delivered by Seller to Buyer upon execution by Buyer of the Certificate of Acceptance. In the event that Buyer fails to execute the Certificate of Acceptance within the above mentioned period of twenty four (24) hours without any valid reasons, the Aircraft shall be deemed to have been re-delivered by Seller to Buyer upon expiration of that period. Upon re-delivery of the Aircraft, Seller shall make available to Buyer the CRS or, as the case may be, COC. As of re-delivery of the aircraft hereunder, any and all risk of loss of or damage to the Aircraft shall be the sole responsibility of Buyer unless caused by gross negligence or wilful misconduct by Seller.

2.1.8 Warranty

- (A) For any Fokker Part supplied by Seller and installed in or on the Aircraft when performing the Services or, as the case may be, Additional Services, Seller hereby warrants that such parts are free from defects in material and workmanship. In case of any such defects being discovered within six (6) months following installation in or on the Aircraft and the defect being satisfactorily proven by Buyer to be exclusively and directly due to any of the above specified defects, Seller shall, subject to the limitations and conditions hereinafter specified, repair the defective Fokker Part or, at its option, supply a new Fokker Part, in either case free of charge.
- (B) Seller gives no warranty with regard to any Vendor Parts. Seller shall make every reasonable effort to obtain for Buyer warranties from the manufacturers or suppliers of such Vendor Parts or, if possible, assign the warranty for the relevant part obtained by Seller from the relevant Vendor to Buyer. Seller does not give any warranty with regard to any BFE supplied by or on behalf of Buyer and Seller shall not be liable for any defect therein or the consequences thereof.
- (C) In case of any defect in the work that has to be performed on the Aircraft under the Agreement being discovered within six (6) months after re-delivery of the relevant Aircraft and such defect being satisfactorily proven by Buyer to be exclusively and directly due to defective material used or supplied by Seller (not being a Fokker Part, Vendor Part or BFE) or to bad workmanship on the part of Seller in performing such work, Seller shall,



subject to the limitations and conditions hereinafter specified, repair the defective work free of charge.

- (D) Buyer's exclusive remedy and Seller's sole obligation and liability under this Article 2.1.8, with respect to any defect, are conditioned upon (i) the defect having become apparent to Buyer within the applicable warranty period, and (ii) Seller having received written notice of the defect from Buyer promptly but not later than fourteen (14) calendar days after the defect becomes apparent to Buyer. The written notice shall contain detailed particulars about the nature and ground of the claim.
If so required by Seller, Buyer shall forthwith submit to Seller the Items alleged to be defective. All costs involved in submitting Items to Seller and back to Buyer shall be borne either by Seller if Seller is liable in terms of this Article 2.1.8 or by Buyer if the contrary applies.
- (F) If any Item has been replaced by Seller pursuant to Article 2.1.8 (A), the original shall become the property of Seller unless Seller declares in writing to decline such title. If Buyer is not the original owner of the replaced Item, then Buyer shall procure that Seller acquires title thereto from the original owner.
- (G) This warranty shall not cover any defects in Items which are due to Normal Wear and Tear, improper use, faulty maintenance (other than hereunder), or due to failure to comply with Seller's or manufacturer's written instructions, or due to any use or operation in deviation or contravention of the normal and/or intended use thereof or in deviation or contravention of licenses or regulations in force in the country in which the Aircraft or the relevant Items are being operated or used. This warranty shall furthermore not extend to Items delivered by Seller and afterwards modified or involved in modification for which no previous written consent has been obtained from Seller.

2.1.10 Test flights

- (A) If so specified in Buyer's Aircraft Maintenance Manual and/or the Scope of Work, Seller may be requested to carry out test flights with the Aircraft in accordance with the relevant procedures as described in such manual prior to re-delivery of the Aircraft to Buyer.
- (B) If the performance of test flights has not been specified in Buyer's Aircraft Maintenance Manual, Seller may suggest Buyer to carry out test flights in the event such is deemed necessary or desirable by Seller on the basis of sound aircraft maintenance practices.
- (C) In the event test flights are carried out from a base within The Netherlands, Seller shall apply for the relevant permits or exemptions with the Netherlands authorities. Buyer shall be responsible for obtaining the required validations (by the authorities of country of registration of the Aircraft) of aircrew licenses. Test flights shall be performed by appropriate certified pilots contracted by Seller. Any and all costs and expenses regarding the test flight shall be for the account of Buyer.
- (D) Without prejudice to the above, if Buyer wants to have the test flight performed from a base within The Netherlands by its own personnel, then Buyer shall be responsible for obtaining the required validations of air crew licenses, take-off and landing slots, over-flight permits and insurance. Any and all liabilities, costs and expenses in respect of such test flight shall be for the account of Buyer. Prior to the test flight being performed, Buyer shall demonstrate adequate insurance coverage for third party legal liability in respect of such test flight with Seller as an additional insured party. Seller's test pilots and/or certifying engineers may, to the extent required, participate in the test flight to verify and/or certify system operation and installation.

In the event test flights are carried out by Seller from its facilities within The Netherlands, Seller shall be responsible for obtaining the required take-off and landing slots, over-flight



permits and insurances. In such case, Buyer shall be responsible for obtaining the required validations of aircrew licenses, if required by the authorities of country of registration of the Aircraft.

- (E) In the event that test flights are carried out from a base outside The Netherlands, Buyer shall be responsible for the performance of such flight as well as for the availability of all permits and licenses required from the competent local authorities and adequate insurance coverage. Any and all costs and expenses regarding the test flight shall be for Buyer's account. Seller's test pilots and/or certifying engineers may, to the extent required, participate in the test flight to verify and/or certify system operation and installation.
- (F) Rectification of snags detected during the performance of the test flight that are not related to the performance of the Services, and extra test flights as a result of these snags, will be considered as Additional Services.
- (G) Flight Operations of Seller shall be solely authorised to schedule the flight plan and the arrival, test flights and departure of the Aircraft.

2.1.11 Damages for Delay

- (A) In the event Seller fails to perform the Services or, as the case may be, Additional Services by the date specified in the Agreement due to circumstances provided under Article 1.7, then the performance of the Services or, as the case may be, Additional Services shall be suspended until such circumstances have been removed, whereas the period of performance agreed upon pursuant to Article 2.1.3 (B) hereof shall be extended for a corresponding period. If, however, these circumstances persist for a period exceeding thirty (30) Days, parties shall consult on the appropriate steps with respect to the further execution of the Agreement.
- (B) In the event Seller fails to perform the Services or, as the case may be, Additional Services by the date specified in the Agreement other than in circumstances provided under Article 1.7 and other than through a delay caused by circumstances on the side of Buyer, Buyer shall have the right to require Seller to deduct from the Contract Price an amount of EUR 10.000,- (Euro ten thousand) per day subject to a cap of five percent (5%) of the contract price, as compensation to Buyer for the general administrative, overhead and other similar losses, costs and expenses suffered by Buyer arising out of or related to such delayed re-delivery of the Aircraft and/or BFE and/or accessory documentation
This remedy shall be the exclusive remedy available to Buyer hereunder be it that this provision does not affect Buyer's right to terminate this Agreement in the event of unacceptable delay.



2.1.12 Documents

- (A) Buyer shall provide Seller at least four (4) weeks prior to the agreed commencement of the performance of the Service the required or desirable airworthiness data such as but not limited to the documentation referred to in Article 2.1.12(A)(i) through Article 2.1.12(A)(vi) and on the date of arrival of the Aircraft the required or desirable airworthiness data such as but not limited to the documentation referred to in Article 2.1.12(A)(vii) through 2.1.12(A)(xii).
- i the approved Aircraft Maintenance Program under which the Services have to be performed
 - ii Airworthiness Directives (AD)
 - iii Major repairs/modification data
 - iv Aircraft Maintenance Manual
 - v Illustrated Parts Catalogue
 - vi Wiring Diagram Manual
 - vii Log Books of engines and airframe
 - viii Log Books of propellers and APU (if applicable)
 - ix Trouble shooting manual
 - x Minimum Equipment List
 - xi Operations Manual
 - xii Flight Manual

Buyer warrants that the above documents (if applicable) reflect the current configuration and condition of the Aircraft. In any event, Buyer shall specify to FS, in writing, the revision status of the documentation to be used in carrying out the Services. In the event that on-line versions of some documentation are to be used (e.g. the AMM, IPC and WDM via Gateway), then Buyer shall explicitly state this in the abovementioned statement. This statement shall accompany the documentation specified above.

(B) Exchange of configuration information

Seller and Buyer will agree upon an Interface Procedures Manual ("IPM") before the start of the Services by Seller. This IPM will detail the exchange of configuration information between Seller and Buyer.

(C) Upon re-delivery of the Aircraft to Buyer, Seller shall provide to Buyer the following documentation:

- i a CRS or, as the case may be, a COC;
- ii Flight test report (if flight tests have been performed by Seller under the Agreement)
- iii List of performed modifications (if applicable)
- iv List of repairs (if applicable)
- v List of incorporated AD (if applicable)
- vi Maintenance visit report (if applicable)



CHAPTER 2.2 Conditions for Training

2.2.1 Subject Matter

Seller shall sell and deliver to Buyer and Buyer shall purchase and accept delivery from Seller of training pertaining to the Aircraft for Buyer's maintenance personnel on the terms and conditions set forth in the Agreement, taking into account the additional provisions related thereto in these Conditions for Training and the General Terms set forth in Chapter one (1) of this GTC.

2.2.3 Pricing and Invoice

- (A) Training shall be priced in accordance with Seller's sales price for such Training prevailing on the date of Seller's Acknowledgement of Buyer's Order(s), except that the price stated in any Seller quotation for such Training shall be applicable if Buyer places its Order within the quoted validity period and otherwise complies with any other conditions of said quotation.
- (B) If no term is specified on a proposal and / or order acknowledgement and / or invoice, the payment term for the Services to be performed shall be 30 (thirty) days after the date of the invoice.
- (C) All costs and expenses incurred by Buyer's personnel receiving Training, such as trainee's personal liabilities, board and lodging, transportation and daily subsistence shall be borne by Buyer.
- (D) If Buyer has agreed on and made reservations for Training which is not or not fully attended by Buyer's personnel, Seller shall be entitled to charge Buyer for the full amount applicable as if the Training had been fully attended by Buyer, unless Buyer and Seller have otherwise agreed upon in writing.
- (E) If the Training or part thereof is to be performed at a facility designated by Buyer, Buyer shall provide to Seller, free of charge, all necessary assistance required by Seller, such as but not limited to the provision of:
 - (1) suitable Training facilities and Training aids as indicated by Seller;
 - (2) (daily) transportation of Seller's instructors and/or Training manuals and/or materials to and from the facility where the Training is to be performed;
 - (3) clearance from customs for required Training manuals and/or materials within a period of three (3) Days;
 - (4) adequate storage for Training manuals and/or materials.

Buyer shall further obtain for Seller, or assist Seller in, obtaining licenses, visas, work permits and entry permits to areas where the Training is to be performed and Buyer shall pay all costs in connection therewith.

- (F) Buyer shall compensate Seller for any costs and expenses resulting from:
 - 1. customs clearance exceeding three (3) Days as stipulated in Article 2.2.3 (D);
 - 2. air transportation and hotel accommodation, in accordance with Seller's company regulations for staff travels;
 - 3. any interference in or obstruction of the performance of the Services caused by non-compliance with Article 2.2.3(D)regardless whether such arises out of events beyond Buyer's control as mentioned in Article 1.7 of the General Terms. The period of performance as stipulated in the Agreement shall be extended by the period of delay caused by or resulting from the above events, unless such delay is unacceptable to Seller in which case the commencement of the performance of the Services shall be deferred to a later date to be mutually agreed upon.



2.2.4 Delivery

If the Training or part thereof is to be performed at a facility designated by Buyer the costs and expenses of (air) transportation for required Training manuals and/or materials shall be borne by Buyer.

2.2.5 Warranty

Seller represents and warrants that the employees used in the performance of the Training shall have the qualifications, skills and experience necessary to perform the Training taking into account the required qualifications, skills and experience by Buyer set forth in the Order as acknowledged by Seller. The services to be performed by Seller, however, shall at no time be construed to provide any warranty or guarantee as to the results of the Training.

2.2.6 Miscellaneous

- (A) Training and Training manuals and/or materials shall be prepared and presented in the English language.
- (B) If translation of Training manuals and/or materials is required for any of Buyer's personnel, Buyer shall be responsible for providing at its own expense the necessary interpreters, as well as for the correct translation. Financial consequences of any extension of the duration of the Training or any rescheduling of the Training dates due to translation or the use of an interpreter shall be for Buyer's account.
- (C) Training shall be conducted during Seller's normal working hours and days.
- (D) Seller shall provide Training manuals and/or materials to Buyer's personnel attending Training. Revision service is not furnished for Training manuals and/or materials and Buyer explicitly acknowledges that these Training manuals and/or materials shall not be used for Aircraft Maintenance or operation.
- (E) Buyer's personnel scheduled to receive type conversion Maintenance training shall have had previous maintenance experience on multi-engine jet or turboprop transport aircraft, whichever type is applicable, and shall have the knowledge and experience level according to Approved standards.