



SALES MAIN TERMS & CONDITIONS

Payment terms

TAG Maintenance Services Portugal will ask for the following payments:

- 50 % upon reception of the signed proposal or upon approval of the Additional Purchase Order (APO);
- Balance before aircraft delivery;
- Or upon the Terms stipulated on the Commercial Proposal

Mechanics, Electrical, Avionics and Sheet metal (notice > 48 hours | Monday to Friday 08AM – 05PM)

- For overtime (05PM – 10PM and 05AM – 07M) requested Monday to Friday, a surcharge of 50% will be added to our current standard labour rates;
- For services ordered during Saturday, Sunday, Public holidays and nights (10PM - 05AM), a surcharge of 100% will be added to our current standard labour rates;
- For services ordered after the normal working hours or during week-end and public holidays, an additional flat fee of EUR 250.- will apply;
- For services ordered on short notice (notice > 48 hours), a surcharge will apply.

The fees and prices as described above may be adjusted by TAG Maintenance Services Portugal without any notice to take account of increases in the costs of manpower, overhead or other supplies.

Spare parts and Consumable Materials

- Price of parts is inclusive of purchasing, storage, handling and custom fees; For all FOC parts covered by warranty and contracts, transport and custom fees will be billed separately;
- For parts supplied by the Customer, a handling fee of 15% per item will be charged. This fee applies on the current Aircraft Manufacturer Price List; core restitution to the part supplier and associated "late fees" at customer charge;
- For oversized or special part, shipping price will be adjusted at the time of purchase;
- In case of AOG, shipping is charged at cost +15% mark-up with a minimum flat fleet of EUR 1'000.-;
- Extra cost for exchange of item: exchange price is based on good repairable material with normal overhaul cost. In the event the Exchanged item requires P/N upgrade or exceeds normal repair cost, it will be subject to additional billing;
- A shop supply charge of 2.5% (with a minimum of EUR 20.- and a maximum of EUR 7'500.-) of the total labour amount for consumable and environmental will apply.
- When the Customer provides parts:
 - ✓ He will be responsible for informing TAG Maintenance Services Portugal where the removed rotatable parts should be sent to;
 - ✓ All the costs linked to the rotatable parts (like late fees, restocking fees, shipping fees) will be supported by the Customer;
- All the removed parts not re-usable from the customer's aircraft remain available for the customer 10 days after the aircraft release, after this period of time, they will be scrapped and therefore will be no longer available for the Customer;
- All removed parts for the purpose of modification / upgrade sold by TMS, are considered part of the sale and become TMS property;
- When the Customer uses its own shipping account, an administrative fee will be charged by TAG Maintenance Services Portugal;
- When necessary, for part replaced or repaired, Customer is responsible to supply any information (TSO, TSN, CSO, CSN, TYRE CHANGE....) or tracking document (log card, log book...) requested by the entity (vendor, shop...) dealing with the core;
- For the treatment of parts under warranty, a fee will apply for handling, customs and administrative tasks.

Incoming inspection

- For every inspection at Lisbon, TAG Maintenance Services Portugal will perform an incoming inspection based on a customized check list. Should the Customer or its representative not take part to this inspection, TAG Maintenance Services Portugal shall not be held responsible for damage found during the inspection.

Additional Purchase Order (APO)

- Any additional work that could be found during the inspection will be submitted for approval to the Customer through an APO and will need a written approval before performance of the rectification.
- Please note that APO may contain items for which the price should be advised. These costs are then charged on the final invoice.
- A final invoice is billed to the Customer on completion of the maintenance event, payable on receipt.

Out of Base Assistance

When TAG Maintenance Services Portugal sends mechanics on Customer's request on an outside airfield, the Customer is charged as follow:

- For maintenance work out of TAG bases from Monday to Friday (12 hours including administrative, technical and logistical preparation work, travel time and effective working time): above 12 hours a surcharge will apply;
- For maintenance work out of TAG bases during weekends (Saturday & Sunday) & bank holidays (12 hours including administrative, technical and logistical preparation work, travel time and effective working time): above 12 hours a surcharge will apply;
- An additional AOG fee of EUR 500.- will apply;
- Travel costs are charged at cost + a 15% administrative fee;
- A flat fee of EUR 500.- per technician and per day is charged for a travel in Western Europe. This fee covers for food and accommodation and technician per diem;
- A flat fee of EUR 300.- per technician and per day is charged for a travel anywhere else than in Western Europe (except Angola). This fee covers for food and accommodation and technician per diem;
- A flat fee of EUR 750.- per technician and per day is charged for a travel in Angola. This fee covers for food and accommodation and technician per diem;
- For parts, costs of purchasing, storage, handling, transport and custom fees are charged additionally when applicable.

TAG Maintenance Services Portugal reserve the right to ask the Customer for a full project payment before the assistance departure.

Payment conditions

In case of default of the Customer in the timely payment of any amount due to TAG Maintenance Services Portugal under this agreement, TAG Maintenance Services Portugal shall be entitled to charge interest for late payment at the prevailing EURO LIBOR 3 months rate, plus 4 %, such interest rate to be adjusted every 3 months.

Currencies

Labor rate at Lisbon is charged in EUR whereas parts are charged in USD, in case the Customer is interested to be billed in another currency, a change rate between the EUR/USD and other currencies is agreed between the Customer and TAG Maintenance Services Portugal at the acceptance of the proposal/ APO. The invoice will reflect the proposal with respect to a maximum variation of 3% of the exchange rate (USD, CHF). The invoice will take in account the currency variation above this percentage.

Cancellation and slot change policy

To guarantee slots, orders must be confirmed through a Customer signed proposal at least three (3) weeks in advance for Line Maintenance and six (6) weeks for Base Maintenance. TAG Maintenance Services Portugal reserves the right to invoice the Customer if the lost slot cannot be replaced. Return and shipping fees for part already ordered will be charged to the Customer.

Fuel

Fuel charges are excluded from all Proposal & APO's.

Customer finished documentation

Should the Customer provide TAG Maintenance Services Portugal with its own maintenance documentation such as procedures, CAMP cards etc., he certifies that such documentation is current and fully exhaustive.

Warranty

- ✓ TAG Maintenance Services Portugal warrants that the maintenance and repair Work will be performed in a reasonable and workmanlike manner and be free from defects in material and workmanship for the periods set forth below, calculated by time or flight hours whichever occurs first, from return to service (in each case, the "Warranty Period"). For maintenance and repair performed not by TAG Maintenance Services Portugal but by Subcontractors to TAG Maintenance Services Portugal, the warranties and warranty periods will be as provided by the Subcontractor:
 - (a) for Work performed in accordance with an STC, field approved modifications or interior refurbishment work, six (6) months or three hundred (300) flight hours;
 - (b) parts repair, six (6) months or when provided by the OEM, its standard warranty will apply;
 - (c) overhaul, six (6) months or when provided by the OEM, its standard warranty will apply;
 - (d) vendor labour or parts, subject to individual vendor warranty;
 - (e) everything else, twelve (12) days or one thousand (1'000) flight hours;
- ✓ Notwithstanding, the Warranty will expire in the event that the Customer:
 - (i) does not notify TAG Maintenance Services Portugal in writing within twenty (20) days from the discovery of the defect; or
 - (ii) does not provide to TAG Maintenance Services Portugal full and immediate (within twenty (20) days) access to the Aircraft and its records in order to inspect the defects; or
 - (iii) directly or through a third party has tried to repair the defect without the prior inspection and/or authorization of TAG Maintenance Services Portugal; or
 - (iv) not taken all reasonable precautions to prevent an aggravation of the damage; or
 - (v) does not comply with any operating instructions provided by TAG Maintenance Services Portugal or the applicable manufacturer. When submitting a warranty claim, the Customer will include the Customer's name and full contact information, the part or Work subject to the warranty claim, the date(s) work was performed, and the TAG Maintenance Services Portugal location where the work was performed.
- ✓ TAG Maintenance Services Portugal's sole obligation and the Customer's sole remedy for breach of warranty for Work, other than inspection activities related thereto, is repair, replacement or correction (at TAG Maintenance Services Portugal's reasonable discretion), of the defective Work. If the defective part installed by TAG Maintenance Services Portugal was supplied by the manufacturer or a third-party vendor, TAG Maintenance Services Portugal will charge its costs of disassembly, removal, and installation of the replacement part, and reassembly by TAG. TAG Maintenance Services Portugal is not responsible for any costs or expenses or risks associated with transporting the Aircraft or the warranted items to any repair facility. TAG Maintenance Services Portugal reserves the right to test any item when received for warranty work for evidence of defect. If TAG Maintenance Services Portugal determines that the item is not defective or that the defect is not within the warranties set forth herein, the Customer will pay for the tests performed, including recertification.
- ✓ Any Parts which are replaced or repaired will be in new or otherwise comparable in function and performance to the original Part.
- ✓ In addition to the warranty remedy provided herein, but subject to the provisions of Clause below, if any defective Work, or other negligence or misconduct by TAG Maintenance Services Portugal related to TAG Maintenance Services Portugal's performance pursuant to this Agreement, is demonstrated to have caused collateral damage to the Aircraft during the Warranty period, then as TAG Maintenance Services Portugal's sole obligation and the Customer's sole remedy TAG Maintenance Services Portugal will repair at no charge any such Aircraft damage that is directly and proximately caused by TAG Maintenance Services Portugal's defective Work, negligence or misconduct. TAG Maintenance Services Portugal will accomplish such repairs at TAG Maintenance Services Portugal's facility using methods selected by TAG Maintenance Services Portugal in its reasonable discretion.
- ✓ TAG Maintenance Services Portugal's warranty is limited to work performed by TAG Maintenance Services Portugal itself, and not by third parties. TAG Maintenance Services Portugal's warranties do not eliminate or replace warranties provided by the manufacturer (OEM). In addition, work performed by third party vendors is subject to the applicable third-party vendor warranty.
- ✓ Further, the warranties provided herein do not include and TAG Maintenance Services Portugal is not responsible for nor obligated regarding damage due to: normal wear and tear; occurring during or caused by shipping; improper storage, handling, installation, operation, or general use or abuse;
- ✓ TAG Maintenance Services Portugal will assign to the Customer, to the extent otherwise assignable, the benefit of any warranty provided by any third party in respect of equipment and spare parts purchased from third parties and installed or otherwise used in the Work.

Disclaimer and Limitation of Liability

- ✓ THE EXPRESS WARRANTIES IN CLAUSE ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS (INCLUDING FITNESS FOR A PARTICULAR PURPOSE) (COLLECTIVELY "EXCLUDED WARRANTIES").
- ✓ Except as expressly provided herein, the Customer (including for itself, all owners, operators, lessors, lessees and insurers of the Aircraft) hereby waives and releases all rights, claims and remedies (through subrogation or otherwise) with respect to any and all Excluded Warranties, duties, obligations and liabilities in tort or contract arising by law or otherwise from the Agreement or the Work.
- ✓ Notwithstanding anything else in this Agreement, neither party is liable for punitive, special, incidental or consequential damages arising from or relating to this Agreement or the Aircraft's presence in TAG Maintenance Services Portugal's facility, whether arising out of contract, warranty, tort, by statute or otherwise.
- ✓ Excluded damages include damages for loss of use, loss of time, inconvenience, diminution in value or commercial loss.
- ✓ Any valuable loose cabin item must be declared and inventoried by the aircraft's crew prior the entry into maintenance using the Customer Inventory Checklist form. TAG Maintenance Services cannot be held responsible for any loss, theft and/or damage non-declared items which have been on-board the aircraft.
- ✓ THE EXCLUSION OF SUCH DAMAGES AS SET FORTH HEREIN APPLIES NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IS DEEMED INDEPENDENT OF ALL WARRANTIES AND OTHER PROVISIONS OF THIS AGREEMENT, AND WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY OR LIMITED REMEDY UNDER THE TERMS OF THIS AGREEMENT.
- ✓ Exclusive of the Customer's obligations to timely pay invoices and other expenses associated with the Aircraft, each party is relieved of its obligations hereunder in the event and to the extent its performance is delayed or prevented by a cause reasonably beyond such party's control, such as acts of God, public enemies, war, civil disorder, fire, flood, explosion, labor disputes, or any acts or order of any governmental authority.
- ✓ Od, explosion, labor disputes, or any acts or order of any governmental authority.

Insurance

- ✓ The Customer confirms that at or before the time when it delivers the Aircraft to TAG Maintenance Services Portugal and throughout the term of this Agreement, it will procure and maintain at its own cost and expense aircraft insurance coverages of the types and in the amounts indicated below:
- ✓ All risks aircraft physical damage (hull including hull war) coverage with respect to the Aircraft insuring against damage to or loss of the Aircraft in an amount reflecting the fair market value of the Aircraft. Coverage shall include any aircraft spare engines and parts physical damage for the actual cash value of such items in the possession of the Customer at the premises.
- ✓ Aircraft liability coverage with respect to the Aircraft, including war risks insuring against liability for bodily injury to or death of persons, including passengers, and damage to or loss of property, in an amount not less than the applicable EU required minimums in a combined single limit. Such insurance shall name TAG Maintenance Services Portugal (including its directors, officers, employees, successors and assigns) as Additional Insured only with respect to the Customer's use, maintenance or operation of the Aircraft, and to the extent of the Customer's negligence
- ✓ Premises liability coverage insuring against liability for bodily injury or death to persons and damage to or loss of property in an amount not less than the minimums set forth in sub-clause above, combined single limit per occurrence. Such insurance shall name TAG Maintenance Services Portugal as Additional Insured, but only with respect to the Customer's negligence or omission while on TAG Maintenance Services Portugal's Premises.
- ✓ TAG Maintenance Services Portugal confirms that at or before the time when it receives delivery of the Aircraft from the Customer and throughout the term of this Agreement, it will at its own cost and expense maintain in force insurance coverages of the types and in the amounts indicated below.
- ✓ Aviation general liability coverage, including premises, products and completed operations, insuring against liability for bodily injury to or death of persons and damage to or loss of property, in an amount not less than [\$100] million in a combined single limit per occurrence, but in the annual aggregate with respect to products and completed operations liability. Such insurance will name the Customer (including its managers, directors, officers, employees, successors and assigns) as Additional Insured only with respect to TAG Maintenance Services Portugal's acts or omissions.
- ✓ Ground hangar keepers' liability coverage insuring against liability for loss of or damage to aircraft while in TAG Maintenance Services Portugal's care, custody or control in an amount not less than the stated value of the aircraft per aircraft and [\$250] million per occurrence.
- ✓ Workers' compensation (or comparable coverage) providing applicable statutory benefits for TAG Maintenance Services Portugal employees performing services pursuant to this Agreement.
- ✓ The Customer waives and will cause its insurers to waive rights of subrogation against TAG Maintenance Services Portugal, except for damage caused by TAG Maintenance Services Portugal. TAG Maintenance Services Portugal waives and will cause its insurers to waive rights of subrogation against the Customer except for damage caused by the Customer.

- ✓ The Customer and TAG Maintenance Services Portugal respectively will each provide the other with certificates of insurance as reasonably requested reflecting the coverages required pursuant to Clauses above. All coverages will be considered primary coverages and not contributory with respect to any other policies in force.
- ✓ When an aircraft is repaired outside of TMS facilities, care and custody of customer aircraft is not the responsibility of TMS for damage that may be caused by third parties. Care and custody remain the responsibility of the Operator / owner. Proposed hangar solutions for the aircraft outside TMS facilities will be subject to the customer approval who will have to contact the hangar owner in the event of damage caused in it.

Assignment

- ✓ Neither the Customer nor TAG Maintenance Services Portugal may assign this Agreement, in whole or in part, without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to a wholly owned affiliate or successor company without the prior consent of the other party.

Applicable Law and Arbitration

- ✓ This Agreement shall be governed by French law. Any dispute arising out of or with respect to or in connection with this Agreement shall be decided by one or more arbitrators in accordance with the rules of arbitration of the Chamber of Commerce and Industry of Nanterre.

Safety, Security and Entrance onto TMS Premises

- ✓ Customer's employees, agents, representatives and subcontractors will abide by all applicable TAG Maintenance Services Portugal policies, procedures and safety protocols when present on or around TAG Maintenance Services Portugal's premises, as well as applicable policies, procedures and safety protocols of the airport authority.
- ✓ The Customer assumes the risk of, and agrees to indemnify and hold harmless TAG Maintenance Services Portugal (including its officers, agents and employees, collectively "TAG Maintenance Services Portugal") from and against any liability, damage, loss, cost or expense (including reasonable attorney's fees) ("Loss") on account of or related to any claim, suit or action made or brought against TAG Maintenance Services Portugal for death or injury to the Customer's employees, agents, representatives or subcontractors (other than damage to or destruction of the Aircraft on which Work is performed pursuant to this Agreement) sustained in connection with the Customer's presence on or in TAG Maintenance Services Portugal's facilities (including hangars and ramps but excluding Customer lobby and briefing rooms) during the course of the Agreement, except for the willful misconduct or negligence of TAG Maintenance Services Portugal or its employees acting within the scope of their employment.

Internal controls & anti-corruption policy

- ✓ As TMS belongs to Dassault Aviation group of companies acting under the French law, Customer undertakes to act against corruption and influence peddling and to comply with French law n°2016-169 dated December 2016 on the transparency, the fight against corruption and on the modernization of economic life. Customer shall offer no gift or benefit which value would exceed common trade practice or likely to affect the behavior of any TMS's representative and/or partner and similarly shall refuse any request that may produce similar effect. Customer hereby certifies having read and understood the TMS Anticorruption Code available on TMS website <https://www.tagmaintenance.com/en/documents-centre/>. Customer undertakes to refrain from any act which might contravene TMS Anticorruption Code and Customer warrants TMS that its employees and its own customers shall refrain similarly.

TAG Maintenance Services Portugal – FEBRUARY 2022