

1.) Applicability

- 1.1. The Terms & Conditions (T&C) set out hereinafter shall apply, unless otherwise agreed in writing, to all work performed upon aircraft, equipment, or parts thereof which EcoFly Technics Ltd., herein referred to as EcoFly, shall carry out itself or delegate/subcontract to third parties. EcoFly will not recognize differing T&Cs of the Customer unless EcoFly has explicitly consented to their applicability in writing.
- 1.2. These T&C will also apply if EcoFly unconditionally delivers maintenance and repair services and goods to the Customer with knowledge of contrary T&C of the Customer or T&Cs that deviate from these.

2.) Scope of Work

- 2.1 This T&C controls the relationship between EcoFly and Customer to the exclusion of and in precedence over any other general conditions. EcoFly will not be bound by the terms of any other document. EcoFly's failure to object to such shall not be deemed to be a waiver.
- 2.2 EcoFly may, in its absolute discretion, delegate or subcontract any work authorized by Customer to a third party. The terms of this document applies to all work done by EcoFly or any EcoFly sub-contractor.
- 2.3 Customer hereby grants to EcoFly, its employees, and agents' permission to operate the Aircraft, at EcoFly's discretion for the purpose of testing and inspecting the aircraft as part of the services provided with the exception of test flights. EcoFly may continue such operation until satisfied that the Aircraft is functioning satisfactorily and/or restore its airworthiness. The cost of such operation shall be paid by the Customer.
- 2.4 EcoFly shall supply all the parts necessary for the performance of the services, unless otherwise agreed in writing. Any parts or components replaced by EcoFly during performance of the services shall become the property of EcoFly and may be disposed of by EcoFly without approval from Customer.
- 2.5 If a disassembly and/or recycling of an asset or part of it should take place and thus resulting in being removed from the market, the contractual terms will remain in place same as a service rendered to the customer.

3.) Customer Representative and Contact with EcoFly

- 3.1 Communications by Customer with EcoFly may be through the representative assigned by EcoFly to Customer or through the EcoFly General Manager.
- 3.2 Customer representative(s) staying at the EcoFly facility during any portion of an ordered work input downtime can be supported by EcoFly at its facility with ancillary services that are in direct connection to that ordered work input including accommodation and lodging, ground and air transport, telecommunication, and other similar support services available in the course of reasonable customer care activities.
- 3.3 The Customer hereby represents that his representative(s) is/are entitled to order such ancillary services on Customer's behalf. Such orders need to be in written form and be signed by the Customer representative. Cost for such ancillary services will then be paid directly to the provider by EcoFly and charged back to the Customer as separate line items in the invoice for the respective maintenance input.

4.) Offers and Cost Estimates

- 4.1 The prices quoted in any offer are prices in Swiss CHF unless otherwise expressly stated. All prices are quoted as net prices and do not include value added tax. Value added tax is charged to the Customer in addition to the price in an amount specified by applicable Swiss law.
- 4.2 Offers and cost estimates submitted by EcoFly shall be made without commitment. Contracts shall be effective when confirmed in writing by EcoFly or upon initiation of the work involved.
- 4.3 Cost estimates shall be binding only when submitted in writing and explicitly designated in the text to be binding, and for the time period indicated.

5.) Prices and Payments

- 5.1 All parts provided and services performed are ex-works according to Incoterms 2010.
- 5.2 Prices established under contract shall refer exclusively to such work and supplies as agreed upon in writing. Additional works not agreed for in the contract are charged separately.
- 5.3 If no fixed price is agreed upon, EcoFly shall apply the prices it charges at the time of performance for the type of work involved.
- 5.4 The published EcoFly hourly rates and inspection flat rates are available upon request by the Customer. In case EcoFly modifies its prices or rates during the performance of the services, Customer shall be notified of such change before the Services are performed.
- 5.5 The exchange price for any exchange part is conditioned upon that part being complete and accepted by the overhaul vendor as an exchange part.
- 5.6 Exchange basis for parts: If the Customer is supplied with exchange parts, he shall return the off-core parts to EcoFly within 10 days of the receipt of such exchange parts. The costs of exchange shall be determined in advance by the manufacturer of the parts or by EcoFly. If the expense of repairing the returned off-core parts exceeds the cost of the exchange the Customer shall be charged with the difference. If for any reason whatsoever the Customer returns a part remitted to him by EcoFly without having used it, such part shall only be accepted if serviceable upon arrival at EcoFly. The Customer shall in addition be charged with a restocking and certification fee of 15% of the part's current list price or such charges that a supplier or OEM applies and invoices to EcoFly, whichever is higher. If a returned part is found to be defective, the Customer shall be charged with the cost of repairing and recertification. If the part is not repairable, the Customer shall be debited with the full sales price.
- 5.7 Loan basis for parts: The provisions of EcoFly standard loan agreement shall be applicable to loaned parts even in cases in which no such agreement is specifically concluded. Loaned parts shall be returned serviceable in any event. If such is not the case, the repair and recertification costs or, if repairs are not cost-effective, the replacement cost of loaned parts shall be charged to the Customer.
- 5.8 Additional costs resulting from performance of service outside the facilities of EcoFly shall be paid by Customer.
- 5.9 EcoFly reserves the right to demand a reasonable advance and/or progress payment in the sole discretion of EcoFly.
- 5.10 Unless otherwise agreed by EcoFly in writing, Customer guarantees that all invoices issued by EcoFly to Customer for the parts and services provided shall be paid without deduction prior to release of the aircraft to Customer, or alternatively, if a dismantling took place, issuing the related final reporting. If Customer fails to pay any invoice in full within the time period specified on the invoice after receipt, EcoFly may charge interest from the next day at the rate of one and a half times the statutory interest rate for commercial debts per month.
- 5.11 If Customer disputes an invoice amount, Customer shall provide to EcoFly written details of the dispute within 5 working days of invoice receipt and shall pay the undisputed part. Failure to provide such details within 5 working days shall result in presumed acceptance by Customer that the invoice is correct.
- 5.12 If Customer fails to timely pay the invoice and remove the Aircraft (or part of it) from EcoFly's facility, Customer shall pay EcoFly for storage and maintenance required to be performed by EcoFly to prevent deterioration of the Aircraft (or part of it).
- 5.13 In the event that EcoFly shall be required to initiate a debt collection against Customer, EcoFly shall have the right, without prejudice to damages, to increase the amounts due by a lump-sum fixed at 15% for collection charges. This charge shall be in addition to any other applicable collection damages and/or charges that EcoFly may be entitled to claim against Customer. Customer shall reimburse EcoFly for all legal fees and costs incurred to collect such a debt.
- 5.14 EcoFly shall retain all rights and title to the parts provided until the corresponding invoices have been paid in full. Customer grants to EcoFly a first and paramount lien over any goods or property of Customer in EcoFly's possession for all sums due to EcoFly for the work performed and parts provided.
- 5.15 Any duties, taxes, fees, charges, or expenses arising from the parts or services provided shall be paid by the Customer.

6.) Delivery, Redelivery and Acceptance

- 6.1 The Customer shall deliver at its own expenses the aircraft, part or equipment to be repaired or maintained ("Subject of Order") DDP (Incoterms 2010) EcoFly facility where such repair or maintenance shall take place.
- 6.2 The repaired and/or maintained aircraft, part or equipment shall be redelivered by EcoFly Ex Works (EXW - Incoterms 2010).
- 6.3 Acceptance of the Subject of Order will be approved in writing or earlier if the Customer utilizes it. Acceptance will be at the expense of the Customer. Acceptance is not permitted to be refused for flaws that do not interfere with the airworthiness or significantly interfere with the functional capability of the Subject of Order.
- 6.4 Shipment of the Subject of Order to the Customer, including temporary storage of the same en-route or at destination, shall be entirely at risk and expense of the Customer.
- 6.5 Once EcoFly has given the Customer written notice of completion of a repair, maintenance job or dismantling service, the Customer will pick up the Subject of Order and inspect the services within a period of no more than 3 working days from the date of notice, after which period the Customer will be in default and deemed to have accepted the Subject of Order and the aircraft or parts will be entirely at his risk, and EcoFly will only remain liable thereafter for destruction/damage to the aircraft arising directly from the willful misconduct of EcoFly.
- 6.6 In case the aircraft or other Subject of Order remains at EcoFly because (i) formal redelivery and/or acceptance has not occurred due to work stoppage by EcoFly or (ii) the contract is terminated by either party, or (iii) acceptance deadline as stated in 6.5 has lapsed, and in consequence the aircraft remains parked at EcoFly, then it will be the sole responsibility of the Customer to define and formally order to EcoFly any preventive or preservative maintenance measures to be applied to the aircraft or parts of it during such extended grounding period of the aircraft to ensure continuing airworthiness and fitness for use of the aircraft. EcoFly hereby expressly excludes any liability for dilapidation of the aircraft during any prolonged grounding period of the aircraft. The aircraft or Subject of Order will be entirely at Customer's risk, and EcoFly will only be liable for destruction/damage to the aircraft arising directly from the willful misconduct of EcoFly. Customer will be responsible for parking or storing charges invoiced at the customary fee for the respective EcoFly location.
- 6.7 If EcoFly in its reasonable judgement concludes that certain preventive maintenance actions would be advisable, Customer agrees that EcoFly has the right, but not the obligation, to define and perform such actions. Customer will remain fully responsible for the cost of such actions.

7.) Location of work, standards, liability for delay

- 7.1 Unless otherwise agreed in writing by EcoFly, the item or aircraft shall be delivered by Customer to EcoFly at EcoFly's facility and shall be returned to customer by EcoFly at the same facility.
- 7.2 Customer is responsible for freight charges and transit insurance for delivery of an item by EcoFly to Customer outside EcoFly's facilities. EcoFly's responsibility for said items or aircraft ceases upon delivery by EcoFly to carrier.
- 7.3 All services will be performed by EcoFly pursuant to the standards, current as of the date of Customer signature on the Service Order, specified in applicable manuals and publications of the relevant aircraft and/or component manufacturer and in accordance with the requirements of relevant aviation governmental authorities.
- 7.4 EcoFly shall not be liable for any advice or recommendation provided by EcoFly regarding storage, application, or use of the parts or services which is not confirmed in writing by EcoFly.
- 7.5 Although EcoFly will strive to minimize the time incurred to provide parts and services, Customer acknowledges and agrees that completion of any work is dependent on many factors beyond the control of EcoFly. Estimates for time of completion of contracted work are not binding, unless specifically agreed in writing by EcoFly. EcoFly shall not be liable for any loss or damage claimed by Customer as a result of reasonable or unavoidable delay.

8.) Warranty and warranty periods

- 8.1 EcoFly warrants that maintenance and repair works carried out by it shall be free from any defects in workmanship up to the limit for:
 - 8.1.1 avionic systems new installations one (1) year but in no event longer than six hundred (600)

- flight hours
- 8.1.2 complete cabin interior refurbishment one (1) year but in no event longer than six hundred (600) flight hours (not to extend to only partial refurbishment or interior component repair or cosmetic treatment and to the exclusion of normal wear and tear)
 - 8.1.3 partial cabin interior refurbishment six (6) months but in no event longer than three hundred (300) flight hours (not to extend to interior component repair or cosmetic treatment and to the exclusion of normal wear and tear)
 - 8.1.4 complete exterior repaint one (1) year
 - 8.1.5 for all other maintenance and/or repair work ninety (90) days but in no event longer than hundred and fifty (150) flight hours after the completion of maintenance and/or repair work on the aircraft
- 8.2 In case that any defect results from faulty workmanship of maintenance and/or repair work performed by EcoFly, the sole remedy available to the Customer shall be the immediate remedy of such defect by EcoFly by repairing and/or replacing, at EcoFly's sole discretion, any defective parts and/or workmanship up to a maximum amount not exceeding the total sum of the relevant work order. EcoFly is not responsible for any other costs or expenses including but not limited to transporting the aircraft or warranted items to any repair facility.
- A defective item or aircraft shall be delivered to the EcoFly facility at Customer's cost. If the aircraft cannot be flown to said facility Customer is responsible for the costs of transportation and expenses of the EcoFly employee(s) to the aircraft to carry out the due defect rectification.
- 8.3 This warranty is void if:
- 8.3.1 customer does not notify EcoFly of the claimed defect in writing within ten (10) working days from the date it was discovered or reasonably should have been discovered,
 - 8.3.2 the Customer does not give EcoFly immediate access to the aircraft in order to inspect the defects,
 - 8.3.3 any part has been modified, overhauled or repaired without the prior inspection and/or authorization by EcoFly and the modification, overhaul, or repair affecting the claimed defect,
 - 8.3.4 the part or service is a temporary repair performed at the request of Customer,
 - 8.3.5 the Customer has not taken all precautions to prevent an aggravation of the damage,
 - 8.3.6 the Customer does not comply with operating instructions given by EcoFly or the Aircraft Manufacturer,
 - 8.3.7 no warranty claims will be considered for used parts or makeshift repairs installed or performed at the request of the Customer. If the Customer demands that equipment, spare parts, material, etc. supplied by himself are used, EcoFly bears no responsibility as to the function of the said equipment and/or installation and refuses any warranty for the same,
 - 8.3.8 the defect is caused by improper use or negligence of Customer,
 - 8.3.9 the defect was caused by a force majeure event,
 - 8.3.10 Customer has not paid the relevant invoice for the part or service.
 - 8.3.11 in case of work performed by third parties, EcoFly's warranty shall be limited to the extent to which EcoFly is entitled to claims against third parties and can successfully enforce such claims.
- 8.4 For equipment and spare parts, the respective third-party manufacturer's and/or supplier's warranty shall be applicable, and EcoFly does not assume any additional warranty for such equipment and spare parts.
- 8.5 EcoFly will, so far as it is able, pass on to the Customer the benefit of any warranty given by any third party (whether manufacturer, sub-contractor or otherwise) in respect of equipment and spare parts and/or services. Except as specified above, all goods and services are sold without any warranty whatsoever.

9.) Indemnity

- 9.1 The Customer shall undertake to discharge EcoFly from any third-party claims that may be advanced against EcoFly for any legal reason whatsoever in connection with any work carried out by EcoFly to the Customer's order and to assume any and all expenses and costs that may be incurred by EcoFly due to such claims.
- 9.2 The Customer assumes the risk of and agrees to indemnify and hold harmless EcoFly (including its officers, agents and employees) from and against any and all liability, damage, loss, cost and expense, including attorney's fees, on account of any claim, suit or action made or brought against EcoFly for the death of or injury to employees, agents, representatives and subcontractors of Customer, or



damage or destruction of property of Customer, its employees, agents, representatives or subcontractors sustained in connection with Customer's presence on EcoFly facilities (including its hangars and ramps but excluding EcoFly's customer lobby and customer offices) during the course of the agreement, except due to the gross negligence or willful misconduct of EcoFly or its employees (acting within the scope of their employment). This indemnification does not apply to damage or destruction of the aircraft upon which work is performed, which is addressed elsewhere under these T&C.

10.) Limitations of Liability and Insurance

- 10.1 Customer shall, at its own cost, maintain all risks insurances for the Aircraft.
- 10.2 Customer shall, upon request, provide to EcoFly written evidence of the insurance policies referred to above.
- 10.3 The limitation of liability and warranties stated herein shall also inure to the benefit of subcontractors, employees, parent companies, and affiliated companies of EcoFly.
- 10.4 EcoFly shall maintain at all times ground hangar keeper's liability including product liability insurance.
- 10.5 Customer may not assign its rights and obligations under these T&C, in whole or in part, to a third party without the prior expressed written consent of EcoFly.
- 10.6 EcoFly shall have no liability for any loss or damage to the Aircraft and its parts after the same have left EcoFly's premises, other than pursuant to the above Limited Warranty.
- 10.7 Any liability by EcoFly shall be precluded unless the Customer's losses, damages or expenses
- 10.8 result directly from the negligence or willful misconduct of EcoFly.
- 10.9 In no event will EcoFly be liable for any incidental damages (except damages which are a direct consequence of physical damage to the Aircraft in EcoFly's care and custody caused by EcoFly's negligence or willful misconduct). To the fullest extent permitted under the applicable law, EcoFly shall in no circumstances be liable for any consequential loss nor for special damages, indirect damages, loss of profits, loss of revenue or loss of use, even if informed of the possibility of such damages.
- 10.10 To the extent permitted under applicable law, these limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
- 10.11 The Customer shall be liable to EcoFly for any damage he, his representative or his vicarious agents may cause to the subject of order and for damage caused by negligence or intention to EcoFly, its representatives or its vicarious agents.
- 10.12 EcoFly is under no obligation to take insurance coverage for the Aircraft, its components or parts or equipment, which are located on its premises, in its workshops or on its parking areas. The Customer undertakes to take out insurance coverage for property (Hull All Risk Insurance including Hull War and Allied Perils coverage on aircraft and aircraft spare parts, including improvements installed thereon as the work progresses). The Customer furthermore undertakes to take out a respective third-party liability coverage (including flight risks, Aircraft Combined Single Limit/Third Party & Passenger Liability Insurance) with a combined single limit for the duration of this Agreement. It is moreover understood that the customer and its insurers/reinsurers waive all rights of recourse and/or subrogation against EcoFly under the Hull All Risk, Hull War and Allied Perils and Aircraft Third Party Insurance and include EcoFly its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and vicarious agents as additional insured. If the Customer has ordered services from EcoFly on behalf of a third party, the Customer guarantees that such third party effects and maintains insurances in the same way. The Customer will upon EcoFly's request produce copies of the respective insurance certificates for the insurances mentioned in this clause.

11.) Applicable law, venue, and jurisdiction

- 11.1 In the event of dispute as to the interpretation or performance of these T&C, or their direct or indirect consequences, such dispute shall be subject to the exclusive jurisdiction of the tribunal of general jurisdiction for the particular type of dispute in the venue in which EcoFly is located. Such disputes shall be governed by and construed in accordance with the law of such venue.
- 11.2 The Customer acknowledges that goods, services, technical data and/or other information received under these T&C and any related Purchase Order may be subject to U.S. export control laws and the US "International Traffic In Arms Regulations" ("ITAR"), and Customer agrees to comply fully with such laws and regulations. The Customer confirms that it will not re-export such goods, services, technical data and/or information to other countries or parties in violation of these U.S. laws and regulations. The



Customer agrees to provide any information reasonably required by EcoFly to ensure compliance by EcoFly under any applicable laws and regulations (including U.S.) in providing goods or services under these T&C and any related Purchase Order.

- 11.3 Customer hereby confirms that, as of the date of execution of the Agreement, and in performing its obligations under this Agreement, except as otherwise disclosed in writing to EcoFly: none of registered owners, contractual owners, beneficial owners, and operators of the aircraft (or any of their representatives, agents, or persons/entities that own or control any of the foregoing), is (i) subject to sanctions imposed by the Swiss Government, (ii) is a person or entity designated by the European Union for purposes of asset freeze, sectoral sanctions, or restrictions on the receipt of any goods or technology, (iii) is a person or entity designated by the US Government as a Specially Designated National or Blocked Person (SDN), Foreign Sanctions Evader (FSE), or on the Sectoral Sanctions Identification List (SSIL) or included on any of the US Government's Entity List, Denied Persons List, Debarred List, and Unverified List, (iv) is owned or controlled by an SDN, FSE, SSIL or a person/entity on the European Union's or the US Government's restricted party lists identified in (ii) and (iii) above, or (v) is organized, established, domiciled or resident in Cuba, Iran, North Korea, Sudan, Syria or in the Crimea Region.

12.) Passing of Title

- 12.1 Title to goods supplied (whether on their own or as part of the performance of services and whether separate and identifiable or incorporated in or mixed with other goods) by EcoFly to the Customer ("Goods") shall remain with EcoFly until full payment for work has been received by EcoFly.
- 12.2 Any resale by the Customer of Goods in which title has not passed to the Customer shall (as between EcoFly and the Customer only) be made by the Customer as agent for EcoFly and the
- 12.3 Customer shall be deemed to be holding any monies received from the resale of such Goods on trust for EcoFly.
- 12.4 EcoFly's employees and agents shall be entitled to enter any land, buildings, vehicles or aircraft where the Goods or part of them are situated or are reasonably thought to be situated, and may take possession of them at any time, to the extent permissible under the Applicable Law. If the Goods have been fitted to or fixed to an engine or aircraft, the Customer explicitly grants EcoFly the right to take possession of them and EcoFly's title in the Goods shall not be affected by any stipulation or rule of law that the Goods have become part of an engine or aircraft.

13.) Right of Lien

- 13.1 In respect of all claims, whether due or not, resulting from contractual relations with its Customers, including claims resulting from prior business relations with the Customer concerned, EcoFly shall have, in addition to its legal right of retention, a contractual right of lien on such objects in its possession, independently of the Customer's proprietary rights. The Customer herewith gives its consent and approval to all measures reasonably taken by EcoFly to secure its right of lien. The Customer agrees that EcoFly has the right to retain the aircraft and / or to enforce such right of lien for the purpose of securing any of its claims against the Customer, including claims resulting from (i) prior business relations with the Customer concerned, and/or (ii) a business relationship between the Customer and any affiliate which is under the same ultimate control as EcoFly.

14.) General

- 14.1 In the event that any provision in these T&C are determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the remaining terms shall be construed to be valid.
- 14.2 These T&C constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except if agreed in writing between the parties. All other terms, express or implied, by statute or otherwise, are excluded to the fullest extent permitted by law.