

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES
These Terms and Conditions for the Supply of Services were last updated on the 1st June 2023

These Terms and Conditions for the Supply of Services ("**Terms and Conditions**") shall constitute an inseparable part of the proposal, quotation or any other similar document, as applicable, and Customer's purchase order (together – the "**Order Form**"), together with the Order Form into which they are incorporated, form a contract between Storm Aviation Limited (or any of its subsidiaries and their respective subsidiaries) (the "**Service Provider**") and the Customer in relation to the Services provided by the Service Provider (together the "**Order**").

Acceptance of the Order Form by the Customer shall be treated as acceptance of these Terms and Conditions. The Customer's standard contract terms and conditions or any other similar document are not applicable. Any deviation from these Terms and Conditions needs to be agreed in writing. The terms indicated in specific Order Form shall have priority over the terms and conditions of the Terms and Conditions. These Terms and Conditions apply to all aircraft and its component maintenance, repair, overhaul and other related services (together the "**Services**") provided by the Service Provider until the respective agreement for the provision of Services is executed between the Parties.

The Service Provider reserves the right to change, modify, add or remove these Terms and Conditions at any time by way of posting a new version of the Terms and Conditions on its website in advance, at least 1 (one) month before the entry into force of the new version of the Terms and Conditions. As regards the specific Order Form, the version of the Terms and Conditions, which was valid at the time of concluding specific Order Form, shall apply.

1. DEFINITIONS

1.1. It is hereby agreed that the following expressions shall have the following meanings when the context so admits:

"**Aircraft**" means aircraft to be serviced.

"**AOG**" (Aircraft on the Ground) means aircraft which is on the ground and being prevented from meeting a scheduled flight departure time due to a fault in the Equipment.

"**BER**" means Beyond Economical Repair, when the cost of repairing Equipment is greater than sixty five per cent (65%) of fair market value.

"**Component**" means any self-contained item (or combination of parts and/or subassemblies) which performs a distinct function necessary to the operation of a system, which is serialised, designated by a part number and a serial number and for which an authorised repair procedure exists.

"**Equipment**" means the Aircraft, Component (including engine) or unit to be serviced.

"**Facility**" means the location where the Services are performed by the Service Provider.

"**IOR**" (Immediate Operational Requirement), as opposed to "**AOG**" means the Customer has an urgent operational requirement that requires the required Equipment to be supplied earlier than the agreed "TAT".

"**The Parties**" means the Customer and the Service Provider.

"**Turnaround Time**" ("**TAT**") means the number of calendar days from the date of receipt of Equipment at Facility to the date on which it is ready for collection after Maintenance.

"**Services**" means the services to be performed by the Services Provider as set out in the Order Form.

1.2. In these Terms and Conditions, references to the Customer, the Equipment, the Services, the Facility, the Charges (which are made up of the Charges, Materials Charges and Additional Charges, as applicable), the Customer Personnel, the Delivery Date, and the Redelivery Date shall be construed in accordance with the Order Form.

2. SCOPE OF THE ORDER

2.1. The Service Provider shall perform Services at the rates and other terms specified in the Order Form or agreed by parties on case-by-case basis.

2.2. In case Equipment is found BER, the Service Provider will contact the Customer and mutually agree a course of action. If so desired by Customer, the Service Provider will scrap the received Equipment at Customer's costs plus the applicable mark-up in addition to prior incurred expenses.

3. DOCUMENTATION

The Service Provider will provide sufficient documentation to ensure traceability of the Equipment history for all work carried out by the Service Provider

4. CUSTOMER'S OBLIGATIONS

- 4.1. The Customer undertakes to the Service Provider that at its sole risk and expense it shall (save as otherwise set out in the Order Form):
 - 4.1.1. manage the delivery of the Equipment and any materials, or any other items subject to the Services which it is obligated to supply, to the Facility (or elsewhere, if so agreed) on the Delivery Date and shall collect the same from the Facility on the Redelivery Date;
 - 4.1.2. respond with its decision and instructions on all matters referred to it by the Service Provider promptly, and within such time as The Service Provider shall specify so as not to unduly delay the provision of the Services;
 - 4.1.3. provide, to timescales specified by the Service Provider, all technical data required by the Service Provider to fulfil its obligations under this Order;
 - 4.1.4. be responsible for all freight, transport, packaging costs and all taxes, duties, levies and other imposts relating to the movement of the Equipment, materials and parts, and other equipment subject to this Order;
 - 4.1.5. satisfy all customs and excise requirements for the delivery of the Equipment, any materials and parts and/or other equipment for the performance of the Services prior to presenting the Equipment, any materials and parts, and/or equipment, to the Service Provider for the provision of the Services;
 - 4.1.6. provide to the Service Provider, not less than seven days in advance of the Delivery Date the Customer's work cards relevant to the Services and all necessary documentation (including but not limited to manuals, drawings and technical data) to the latest revision standard to enable the Service Provider to perform the Services. In such cases that advance period is not possible both Parties will work in good faith resolve matters;
 - 4.1.7. timely and diligently comply with the its payment obligations under the Order.
- 4.2. In the event that the Service Provider is nominated in the Order Form as the party responsible for certification, the Customer hereby authorises The Service Provider and appoints The Service Provider as its agent, to certify the Customer's work cards and other documentation.

5. Turnaround Times

- 5.1. The Service Provider shall complete all Services within TAT agreed on case-by-case basis.
- 5.2. In the event of an AOG / IOR request by the Customer for a unit that is within the agreed Turnaround Time, the Service Provider reserves the right to charge the Customer an additional fifteen percent (15%) as a result of the additional costs incurred.
- 5.3. The Service Provider shall be under no obligation to agree additional services requested after the date hereof, although it will use its reasonable efforts to accommodate such requests with appropriate adjustments to the Charges and the Redelivery Date.

6. DELIVERY

- 6.1. The Customer shall deliver the Equipment and other parts or materials for which it is responsible to the Facility on the Delivery Date ("**Delivery**"). The Service Provider shall at no time be responsible for any damage that the Equipment has suffered prior to Delivery.
- 6.2. The Service Provider may, after consultation with the Customer, revise the Redelivery Date in the event of any delay in agreed Delivery, or any other materials, by the Customer to the Service Provider.
- 6.3. Without prejudice to Clause 6.4, any failure by the Customer to comply with its obligations specified in the Order or if the quantity of work arising from the provision of the Services is found to be greater than was expected by The Service Provider at the time that the Redelivery Date was determined, the parties shall (acting reasonably) work together to agree a revised Redelivery Date and revised Charges.
- 6.4. If the Customer fails to deliver the Equipment or any other relevant item or information on the Delivery Date (or at any other agreed time) then, (a) The Service Provider shall be entitled to refuse to accept Delivery at that time and/or terminate the Order with no liability to the Customer and/or (b) The Service Provider may, acting reasonably, select an alternative Redelivery Date.
- 6.5. Control of the Customer's Equipment, spares, material and other items to be provided under the Order shall pass from the Customer to the Service Provider on acknowledgement of safe receipt by the Service Provider at the Facility, and shall revert to the Customer on collection by the Customer (or any person authorised by the Customer) from the Facility. Risk in such items shall remain with the Customer at all times, and the obligation on the Customer to insure such items pursuant to Article 15 shall not be affected by Delivery to the Service Provider.
- 6.6. In relation to any revision of the Redelivery Date, the Customer recognises and accepts that any revised Redelivery Date will need to account for demands for use of the Facility by those other than the Customer, and that such demands may result in a significant delay in the completion of the Services and date of the revised Redelivery Date.

7. REDELIVERY PROCEDURE AND STORAGE

- 7.1. Following completion of the Services, the Service Provider shall make the Equipment, and other property of the Customer held in the Service Provider's control for the purposes of the Order, available for collection by the Customer ("**Redelivery**"). If requested by the Service Provider, the parties shall separately sign a certificate/dispatch note confirming that the Services have been completed.
- 7.2. Should Customer fail to take delivery of the Equipment or any material, parts or any other items within 14 (fourteen) calendar days after being notified that the Equipment is made available for collection, then the Service Provider shall be entitled to charge storage fees as quoted in the Order Form.
- 7.3. In case the Customer does not collect the Equipment or any material, parts or any other items within 6 (six) months after expiry of permissible 14 days' storage period after being notified that the Equipment is made available for collection, the Service Provider will be entitled at the Customer's costs to either (at the Service Provider's discretion) (a) ship such parts to the Customer's base location, (b) dispose or (c) scrap such parts, and the Customer shall indemnify and hold harmless the Service Provider against any claims (including third-party claims) arising out of, due to or in connection with such scrap, disposal or shipment. Transportation, duties and taxes, customs clearances charges shall be calculated additionally (if applicable).
- 7.4. BY SIGNING THE ORDER THE CUSTOMER UNDERSTANDS, CONFIRMS AND EXPRESSLY AGREES THAT THE PARTS/MATERIAL WILL BE SCRAPPED AT CUSTOMER'S COST AND THE CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS REGARDING SUCH SCRAP. ANY ADDITIONAL CONSENT FROM THE CUSTOMER WILL NOT BE REQUIRED.
- 7.5. Following Redelivery, the Customer may carry out any tests it requires on the Equipment, where applicable, and may use the Service Provider's Facilities for these purposes subject to availability and the payment of such charges as the Service Provider may advise. Where the Customer wishes to carry out a test flight then it shall do so at its entire risk and expense and the Service Provider reserves the right to have observers aboard the Equipment during all such flights. The Service Provider's observers will be the responsibility of the Customer.
- 7.6. In the event that there is a delay to the Service Provider being able to carry out the Services because the Customer has not procured the relevant information, decisions, spares or Equipment, or Redelivery does not take place on (or complete by) the Redelivery Date for any other reason, then, as applicable:
- a) the Service Provider shall be entitled to charge the Customer parking charges at the rate currently being charged by the relevant Airport Authority or storage charges pursuant to Clause 7.3 from the Redelivery Date until such time as the Equipment is Redelivered;
 - b) the Service Provider may institute a Care and Maintenance Programme on the Equipment (at the Customer's sole expense) and the Equipment (and any other property of the Customer that the Service Provider holds pursuant to this Order) shall be held by the Service Provider at the Customer's risk; and
 - c) the Service Provider shall be entitled to recover from the Customer as a debt any other costs and losses suffered as a result of such delay.

8. GROUND HANDLING

- 8.1. Where applicable, the Customer shall, at its sole expense and risk, be responsible for positioning the Equipment outside the Facility for Delivery, and for collecting the Equipment for Redelivery outside the Facility following completion of the Services. The Customer shall ensure that the Service Provider's instructions are complied with when doing so. Subject to the other terms of the Order, the Service Provider shall be responsible for the movement of the Equipment into and out of the Facility.
- 8.2. Where applicable, prior to Delivery, the Customer shall ensure that (a) all of the Equipment toilets have been cleaned and serviced, (b) no duty free goods, alcoholic beverages, or foodstuffs are held in the Equipment, and (c) that the Equipment is in a fit state to allow the efficient performance of the Services.

9. CUSTOMER WARRANTIES & REPRESENTATIONS

- 9.1. It is essential to the Service Provider that all information that the Customer has provided, or later provides, to the Service Provider in relation to the Equipment is true and correct, and the Customer warrants that this is and will be the case. The Customer warrants to the Service Provider that it either owns the Equipment and any other items, materials or equipment delivered to the Service Provider for the performance of the Services, or otherwise has the unfettered right to contract with the Service Provider for the performance of the Services using the aforementioned. The Customer shall hold harmless and indemnify the Service Provider for any infringement of third party rights arising from performance of the Services and for any failure to provide true and correct information to the Service Provider in relation to the Equipment.
- 9.2. The Customer shall hold harmless and indemnify the Service Provider against any and all claims for taxes, duties and penalties arising from the provision of the Services, which result from the Customer's failure to properly import into or export from the UK the Equipment or any other items, materials or equipment provided by the Customer.
- 9.3. The Customer warrants that at all times the Equipment has been maintained in accordance with the appropriate regulatory body's requirements and to an approved maintenance schedule and all airworthiness requirements have been complied with.

10. CHANGES TO SERVICES & SUITABILITY FOR REDELIVERY

- 10.1. The Service Provider shall be under no obligation to agree additional services requested after the date hereof, although it will use its reasonable efforts to accommodate such requests with appropriate adjustments to the Charges and the Redelivery Date.
- 10.2. If in the Service Provider's opinion the Aircraft is not airworthy the Service Provider shall not be obliged to make the Aircraft available for Redelivery to the Customer without the works (the "**Works**") that The Service Provider considers necessary to render the Aircraft airworthy having been completed by The Service Provider at the Customer's cost, unless the Customer provides to The Service Provider evidence satisfactory to The Service Provider to show that the Customer is authorised to operate the Aircraft without such Works having been performed by The Service Provider. (The right to refuse or delay Redelivery under this Clause 10.2 shall not imply any further obligation on The Service Provider to ensure airworthiness than as is otherwise expressly stated in the Order.)
- 10.3. The Customer shall indemnify and hold harmless The Service Provider in respect of any cost, liability or loss The Service Provider may suffer as a result of the Works not having been performed and shall accept and acknowledge (in writing if requested by The Service Provider) the limited scope of the work that The Service Provider has carried out on the Aircraft.
- 10.4. Notwithstanding the above, if the Customer does not authorise The Service Provider to carry out any part of the Services, The Service Provider may by written notice to the Customer terminate the Order forthwith or suspend performance of The Service Provider's obligations hereunder on such terms as The Service Provider shall reasonably determine.

11. PROCEDURES, LIAISON & CUSTOMER PERSONNEL

- 11.1. The Customer, and The Service Provider shall work within The Service Provider's policies and procedures (as varied from time to time, copies of which are available upon request) to administer the provision of the Services. The Service Provider and the Customer will liaise on all matters concerning this Order to facilitate the proper completion of the Services.
- 11.2. In order to ensure prompt and efficient liaison between the parties, if requested by the Service Provider, the Customer shall appoint an individual (the "**Local Representative**") who shall be stationed at the Facility from the Delivery Date (or such earlier date as may be agreed between the Customer and The Service Provider) until Redelivery, and the Customer shall inform The Service Provider in writing of the identity of the Local Representative prior to the Delivery Date of the Equipment. The Local Representative shall observe the work being undertaken on the Equipment (provided such observation does not interfere with the progress of such work), and liaise with The Service Provider's nominated individual, in order to ensure and confirm that The Service Provider has properly performed the Services.
- 11.3. The Local Representative shall (a) supervise all Customer Personnel at the Facility and be authorised to do so by the Customer, (b) be authorised by the Customer to represent and act as agent of the Customer in all matters concerning this Order, and The Service Provider shall be entitled to rely on the Local Representative as being fully so authorised at all times in such respects. The Service Provider reserves the right to refuse entry to the Facility by any Customer Personnel, require the Customer to remove any Customer Personnel and/or, remove and replace any Local Representative, to whom The Service Provider reasonably objects.
- 11.4. The Local Representative may delegate his/her authority to any other Customer Personnel provided that (a) prior adequate notice of such delegation is given to The Service Provider, (b) such Customer Personnel are reasonably acceptable to The Service Provider, and (c) in The Service Provider's sole opinion such delegation will not prejudice proper and timely performance of the Services.
- 11.5. The Service Provider shall extend to the Customer Personnel reasonable access to the relevant parts of the Facility where the Services shall be undertaken. The Local Representative shall (at The Service Provider's cost) be provided with reasonable access to, and use of (for business purposes only), a telephone and photocopying facilities.
- 11.6. The Customer shall be responsible for ensuring that the Customer Personnel conform to all relevant Airport Authority's regulations and instructions.
- 11.7. The Customer shall ensure that all Customer Personnel comply with all The Service Provider's policies and procedures when on The Service Provider's premises, including those relating to security. As a condition of entry onto The Service Provider's premises the Customer Personnel shall comply with The Service Provider's right of search policy (as supplied upon request). In particular, the Customer shall ensure that the Customer Personnel will promptly become familiar with the fire, emergency and building evacuation instructions, and any other safety procedures applicable at the Facility.
- 11.8. The Customer shall (a) be responsible for all acts and omissions of the Customer Personnel, (b) be responsible for all costs and expenses incurred by the Customer Personnel, unless otherwise stated herein, (c) so far as is permitted by law, be responsible for all loss or damage to property and effects, or injury to, the Customer Personnel, and (d) ensure that the Customer Personnel do no access or seek to access the Facility (or any part thereof) except to the extent that may be necessary for the proper performance of the Customer's obligations under this Order and as permitted by The Service Provider.
- 11.9. All employees, sub-contractors, agents, and other representatives of the Customer that are admitted to the Facility by The Service Provider in connection with the Order that are not included in the list of Customer Personnel set out in the Order Form, shall be deemed to be Customer Personnel for the purposes of these Terms and Conditions.

12. PAYMENT TERMS

- 12.1. The Service Provider shall invoice the Customer for the fixed price service element of the Order and the Customer shall pay the invoice in full and in cleared funds prior to the Delivery Date or commencement of the performance of the Services, whichever is earlier. The Customer shall make payment of all other charges within 10 calendar days from the invoice issuance date, however in any case before Equipment Redelivery. Copies of invoices shall be sent to the Customer via email. The Parties agree that when invoice sent by email and no auto-reply regarding non-delivery is received by the Service Provider, such invoice shall be deemed duly received by Customer in accordance with the terms of the Order.
- 12.2. Payment shall be made to The Service Provider as directed by the Service Provider by telegraphic transfer
- 12.3. All payments shall be made by the Customer in Pounds Sterling.
- 12.4. Any fixed price or rate stated in the Order excludes UK value added tax, which, where due, the Customer shall be responsible for paying to the Service Provider, and the Service Provider shall add to its invoices at the appropriate rate. All payments to be made by the Customer hereunder shall be made without setoff or counter claim, and without deduction for or on account of any present or future taxes, charges, levies, imposts, duties or withholdings ("**Withholding**").
- 12.5. If the Customer is compelled by law to make a Withholding the Customer will ensure that the deduction does not exceed the minimum legal liability therefore and the Customer shall pay to the Service Provider such additional amounts as may be necessary to ensure that The Service Provider receives a net amount equal to the full amount that would have been received had the payment not been made subject to such Withholding. Any taxes (other than those assessed upon or chargeable by reference to income or profits of The Service Provider), duties, or other impositions or levies imposed by competent fiscal authorities upon any charge, matter or thing arising under this Order (including, without limitation, value added tax) shall be chargeable to the Customer.
- 12.6. In the event that any sum is not paid by the Customer then the Service Provider shall be entitled on 24 (twenty four)- hour notice to suspend further performance of the Services until all outstanding amounts have been received by the Service Provider in cleared funds and the time for performance of such Services shall, at the Service Provider's option, either be extended by a period equal to the duration of the suspension plus 24 (twenty four) hours or shall be re-scheduled. These rights may also be claimed for the Services rendered or material supplied previously.
- 12.7. Any amount overdue for payment by the Customer shall incur an interest at the rate of 3% above the base rate of Barclays Bank plc (as varied from time to time) from the date the payment became due, until payment is received in cleared funds. Interest shall be immediately payable on demand.
- 12.8. Customer shall notify the Service Provider about any disputed amount within 10 (ten) days from the invoice issuance date, accompanied with all relevant justifications. Customer shall not withhold the payment of any amount of any invoice nor shall Customer set off any amount against invoices.
- 12.9. Notwithstanding any other provision in the Order, the Service Provider may revise the price to take into account any variation in the cost of labor, materials, fuel, power and transport or any additional cost resulting from any increase in all or any of such costs or resulting from the modification of the Services necessitated by any change in any statutory obligations or any requirements of any appropriate authority prior to the completion of the Services. The Service Provider shall notify the Customer of any such revision as soon as reasonably practicable but, in any event, before any amounts are due.
- 12.10. All invoices shall become due and payable immediately upon the occurrence of a breach by Customer to perform its obligations as agreed under the Order. In case of repeated late payments, the Service Provider reserves its right to unilaterally change payment terms and request other payment terms to Customer (such as but not limited to letter of credit or cash before delivery), or to immediately terminate without legal notice the Order or any part thereof without prejudice to any other rights that the Service Provider may have under the Order or at law.
- 12.11. If the total amount of purchased materials/parts reaches GBP 25.000, 80% prepayment of such amount will be required from the Customer.
- 12.12. Proposal presented by the Service Provider is valid for 15 days from the issue date.

13. RETENTION OF TITLE AND THE RIGHT OF LIEN

- 13.1. Title of any parts supplied by the Service Provider shall pass from the Service Provider to the Customer when payment in full for such parts has been received by the Service Provider. However, risk of loss shall pass from the Service Provider to the Customer when such parts are installed on the Equipment.

14. WARRANTY

- 14.1. Where the Service Provider is nominated in the Order Form as the party responsible for certification, and the Service Provider has undertaken such certification, the Service Provider warrants that if (a) a defect in the Services workmanship occurs or becomes apparent within 30 (thirty) days of the performance of the Services by the Service Provider, unless stated otherwise in the Order Form, (b) such defect is notified to The Service Provider within 7 days of such occurrence or discovery, and (c) such defect is proven to be directly due to faulty workmanship of the Service Provider, the Service Provider will (at the Service Provider's option):

- 14.1.1. correct the defective item or replace it with a non defective item (at its own discretion) itself at the Facility or any other location as advised by the Service Provider free of charge (except that the Customer will arrange at its own risk and expense for the removal, installation and the transport of such Equipment). The Customer must return the Equipment shipping prepaid by the Customer, to the Service Provider's Facility no later than 30 days after the notification is made, or
 - 14.1.2. advise the Customer that the defected item will be corrected or replaced at the subcontractor's maintenance facility of the Service Provider's choice, or
 - 14.1.3. instruct the Customer to correct the defective item or replace it with a non defective item at the Service Provider's expense at a maintenance facility of Customer's choice. Used man-hours or materials/components shall be capped at the price allocable to the Service/goods which gave rise to the warranty claim upon provision of the man-hours used/goods procured, provided any such costs and expenses were agreed by the Service Provider in advance.
- 14.2. No warranty is given with respect to any materials, parts or other products supplied by the Service Provider. For such materials, parts and other products and the Services performed by the Service Provider's subcontractors, any assignable rights to warranty, as well as warranty conditions, granted to the Service Provider by its subcontractors or suppliers will be to the extent assigned to Customer. The Service Provider will support Customer in pursuing such warranty claim.
- 14.3. The Service Provider's warranty contained in clause 14.1 is not assignable without the Service Provider's written consent and is applicable only if, following Redelivery to Customer, the Equipment: (a) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with the best industry practice, the airworthiness directives and the then-current recommendations of the OEM as stated in its manuals, service bulletins or written instructions; (b) has not been altered, modified or repaired by anyone other than the Service Provider; and (c) has not been subjected to accident, misuse, abuse, neglect or foreign object damage or use in development or experimental running.
- 14.4. In case of a remedial action, the initial warranty period shall continue for the remaining period of the warranty as set forth in Clause 14.1 above. The warranty period on any repaired or replaced defective part of the Service is the unexpired term of the original warranty as set forth in Clause 14.1 above.
- 14.5. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THE WARRANTY CONTAINED IN ARTICLE 14 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES AND GUARANTEES, EXPRESSED OR IMPLIED, STATUTORY OR ARISING BY LAW OR OTHERWISE ARE EXPRESSLY EXCLUDED. THE SERVICE PROVIDER'S LIABILITY CONNECTED WITH OR RESULTING FROM THE WARRANTY CONTAINED IN CLAUSE 14.1 WILL NOT EXCEED THE COST OF CORRECTING THE DEFECT / PRICE OF REPLACING THE MATERIAL. THE SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, RESULTANT OR PUNITIVE DAMAGES OR LOSS.

15. LIMITATION OF LIABILITY UNDER THE ORDER

- 15.1. THE SERVICE PROVIDER, ITS PERSONNEL AND ITS SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGE TO, OR LOSS OF, PROPERTY OF CUSTOMER INCLUDING THE EQUIPMENT, OR INJURY OR DEATH OR ANY OTHER DAMAGE DIRECTLY OR INDIRECTLY CAUSED TO CUSTOMER'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS OR THIRD PARTIES DURING OR AFTER, DUE TO, OR IN CONNECTION WITH, OR IN CONSEQUENCE OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS ORDER (INCLUDING THIRD PARTIES' CLAIMS), UNLESS TO THE EXTENT CAUSED BY WILFUL MISCONDUCT OR NEGLIGENCE OF THE SERVICE PROVIDER.
- 15.2. WITHOUT PREJUDICE TO CLAUSE 15.5, NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES WHATEVER BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT OR REVENUE, LOSS OR DAMAGE OF GOODWILL, LOSS OF USE, LOSS OF VALUE, LOSS OF CONTRACTS, INCREASED COSTS AND EXPENSES, WASTED EXPENDITURE, LOSS OF SALES OR BUSINESS, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, COSTS INCURRED AS A RESULT OF THE LEASE OF A SPARE AIRCRAFT OR ITEM OR OTHER COSTS RESULTING FROM THE UNAVAILABILITY OF AN AIRCRAFT OR AN ITEM, ACCOMMODATION AND COMPENSATION OF PASSENGERS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF ANTICIPATED SAVING, LOSS OR CORRUPTION OF DATA OR INFORMATION AND/OR FOR ANY AND ALL SPECIAL, CONSEQUENTIAL, INCIDENTAL, RESULTANT OR INDIRECT DAMAGE OR PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SERVICE PROVIDER'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR OTHERWISE IN CONNECTION WITH THE ORDER OR THE AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.
- 15.3. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, AND EXCEPT WHERE EXPLICIT PROVISION IS MADE HEREIN OR PROHIBITED BY LAW, THE SERVICE PROVIDER'S TOTAL LIABILITY ON ANY CLAIM OF ANY NATURE, ARISING FROM, CONNECTED WITH, OR RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR BREACH OF THIS ORDER IS LIMITED TO THE PRICE ALLOCABLE TO THE SERVICE GIVING RISE TO SUCH CLAIM.
- 15.4. THE LIMITATION OF LIABILITY STATED IN THIS ARTICLE APPLIES REGARDLESS OF WHETHER ANY LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR RESTITUTION, FOR WARRANTY OR AS A RESULT OF ANY USE MADE OR RESALE OF THE PRODUCT BY THE CUSTOMER OR OF ANY PRODUCT INCORPORATING ANY OF THE PRODUCTS, OR BREACH OF AGREEMENT, STATUTORY DUTY OR MISREPRESENTATION, BY OPERATION OF LAW, OR OTHERWISE.

15.5. NOTHING IN THIS ORDER SHALL EXCLUDE OR LIMIT THE LIABILITY OF THE PARTY FOR FRAUD, DEATH OR PERSONAL INJURY DUE TO THE PARTY'S NEGLIGENCE, NOR EXCLUDE OR LIMIT ANY OTHER TYPE OF LIABILITY WHICH IT IS NOT PERMITTED TO EXCLUDE OR LIMIT AS A MATTER OF LAW.

16. INDEMNITY

16.1. Subject to Article 15, the Service Provider shall indemnify the Customer and its affiliates, parent, subsidiaries, and their respective directors, officers, and employees, from and against: (a) any and all claims, demands, suits, judgments, losses, damages, costs and expenses ("**Claims**") by or of any third party for any loss of, damage to, or destruction of any property (including the Equipment) or any injury to or death of any person arising from the Service Provider's negligence or willful misconduct; and (b) any and all Claims resulting from injuries or damages suffered by employees of the Service Provider in connection with the performance of Services hereunder, provided, however, that the Service Provider is not required to indemnify Customer: (c) for a Claim if Customer fails to give notice of such Claim to the Service Provider within 30 Days after the Customer received notice of the Claim; and (d) to the extent that a Claim results or arises from the Customer's negligence, willful misconduct, or breach of this Order. The indemnification provided in this Clause is the Customer's sole and exclusive remedy for any third party Claims. The indemnity provided in paragraph (a) expires, and the Service Provider has no further obligation to indemnify the Customer for any such Claims, at such time as the Equipment is serviced by another service provider.

16.2. The Customer shall indemnify the Service Provider, its parent, affiliates, and subsidiaries, and their respective directors, officers, and employees, from and against: (a) any and all Claims by or of any third party for any loss of, damage to, or destruction of any property (including the Equipment) or any injury to or death of any person arising from: (i) the Customer's negligence, willful misconduct, or breach of this Order; and/or (ii) the use, operation, repair, maintenance, or disposition of the Equipment (or part thereof) by the Customer or any third party, whether prior to the Delivery of the Equipment to the Service Provider and/or after the Redelivery of the Equipment to the Customer; and (b) any and all Claims resulting from injuries or damages suffered by employees of the Customer in connection with the performance of their respective employment with the Customer, provided, however, the Customer shall not be required to indemnify the Service Provider: (c) for a Claim if the Service Provider fails to give notice of such Claim to the Customer within 30 Days after the Service Provider received notice of the Claim; and (d) to the extent that a Claim results or arises from the Service Provider's negligence or willful misconduct. The indemnification provided in this Clause is the Service Provider's sole and exclusive remedy for any third party Claims.

17. INSURANCES

17.1. Customer shall, at its expense, procure, maintain and keep in full force and effect spares insurance (which may form part of Customer's existing hull insurance) for the Equipment while in the Service Provider's possession, such policies to be endorsed, where applicable, to (a) waive subrogation against the Service Provider, (b) include the Service Provider as additional insured, (c) provide that in the interests of the additional insured, the insurance will not be invalidated by any action or inaction of the Customer regardless of any breach or violation of any warranty of the policy, (d) include a severability of interests section under the liability coverage, which provides that the insurance shall operate to give each insured the same protection as if there were a separate policy, issued to each insured, and (e) a thirty (30) days written notice-period of cancellation or material change in favour of the Service Provider (seven (7) days or such lesser period as may be available for war risks cover). If the Service Provider so requests, Customer shall provide the Service Provider with certificates of insurance evidencing policy and waiver of subrogation.

17.2. The Service Provider reserves the right to not commence the provision of the Services until the certificates of insurance and all the relevant information mentioned in this Article are received by the Service Provider. The Service Provider shall not be held responsible or liable for any kind of delay resulting from lack of certificates of insurance received from the Customer.

18. EXCUSABLE DELAYS AND FORCE MAJEURE

18.1. The Parties agree that it will be deemed not to be the Service Provider's fault and the Service Provider will not be held liable if such Turnaround Times, performance dates or other agreed upon time limits are not met for reasons such as but not limited to (hereinafter – the "**Excusable Delay**"):

18.1.1. force majeure such as, including but not limited to, acts of the public enemy; war, insurrections or riots; fires; floods; explosions; earthquakes; serious accidents; epidemics, pandemic or quarantine; any act of government or governmental authority; strikes or labour troubles causing cessation, slowdown or interruption of work; general hindrance in transportation or any other event that is beyond the Service Provider's reasonable control ("**Force Majeure**");

18.1.2. major defects on the Equipment which were unforeseen and which could not have been expected and which have an impact on the Services to be performed;

18.1.3. Equipment, material, parts, documentation, insurance certificates or securities to be supplied by Customer not being available or being supplied late or Customer not accepting suitable material/parts offered by the Service Provider;

18.1.4. material/parts ordered by the Service Provider in a timely manner from the suppliers not being delivered to the Service Provider on time or not being delivered at all;

- 18.1.5. during the period required for the application and issuance of the export license or any other authorization or in the event the issuance of such export license/authorisation was refused by the relevant authority;
 - 18.1.6. Customer withholding or delaying its consent / instruction / information where such consent / instruction / information is required;
 - 18.1.7. the period required to receive information/instructions from the OEM or any other relevant authorities;
 - 18.1.8. delays or failure of Customer to comply with the payment terms;
 - 18.1.9. additional tasks which were not part of the contracted work scope being carried out by the Service Provider upon Customer's request.
- 18.2. If the Service Provider is prevented by Excusable Delay from timely performance of any of its obligations hereunder, the time for performance will be extended by a period of Business Days equal to the time lost by reason of such delay, however, always subject to The Service Provider' hangar availability.
- 18.3. The Force Majeure Party shall, within five (5) days of the occurrence of the Force Majeure event, give written notice to the other Party stating the nature of the Force Majeure event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the Force Majeure Party shall use best endeavours without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for 60 (sixty) Days after the date of the occurrence, the Parties shall meet and discuss in good faith any amendments to this Order to permit the other Party to exercise its rights under this Order. If the Parties are not able to agree on such amendments within 30 (thirty) Days and if suspension of performance continues for 180 (one hundred eighty) Days after the date of the occurrence, such other Party may terminate this Order/provision of Services immediately by written notice to the Force Majeure Party, in which case neither Party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

19. EVENT OF DEFAULT

- 19.1. The occurrence of any of the following will constitute an event of default and material breach of this Order (hereinafter collectively – “**Event of Default**”):
- 19.1.1. Party fails to make any payment due hereunder in the manner and by the date provided herein and fails to make such payment within twenty (20) calendar days after such payment is due;
 - 19.1.2. Party fails to make any payment due under any other agreement between the Parties or otherwise for more than twenty (20) calendar days after such payment is due or otherwise materially violates any other agreement between the Parties;
 - 19.1.3. Party (i) suspends payment on its debts or other obligations, (ii) is unable to or admits its inability to pay its debts or other obligations as they fall due, (iii) is adjudicated or becomes bankrupt or insolvent or (iv) proposes or enters into any composition or other arrangement for the benefit of its creditors generally;
 - 19.1.4. any proceedings, resolutions, filings or other steps are instituted or threatened with respect to the Party relating to the bankruptcy, liquidation, reorganization or protection from creditors of the Party or a substantial part of the Party's property;
 - 19.1.5. any changes in the applicable export control laws and regulations (under such jurisdiction as, inter alia, the United Nations, the European Union, the United States of America, the United Kingdom), which might have a direct or indirect effect on the performance of this Order;
 - 19.1.6. if the Customer fails to comply with the covenants, requirements, representations or warranties set forth in Articles 22, 31, 32.
- 19.2. In the Event of Default by Customer, the Service Provider may, upon written notice to Customer, (1) suspend its performance in whole or in part, (2) terminate this Order and/or (3) declare all sums owing to The Service Provider immediately due and payable. Exercise of any of the foregoing remedies by The Service Provider shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to The Service Provider under the applicable law.

20. SUB-CONTRACTING

- 20.1. The Service Provider may sub-contract any part of the Services without the prior agreement of the Customer. Where the Service Provider elects to sub-contract any part of the Services, The Service Provider shall remain responsible to the Customer for the proper performance of the Services in accordance with the terms of the Order.
- 20.2. The Customer shall not assign or sub-contract any of its obligations under this Order, or contract with any third party to carry out work on the Aircraft whilst the Aircraft is in the Service Provider's control and/or at the Facility, without the prior written consent of The Service Provider

21. TERMINATION

- 21.1. Without prejudice to the terms stated in the Order, either Party may terminate this Order, without prejudice to any other rights and remedies it may have at law, in equity, or pursuant to this Order, if:
- 21.1.1. the other party commits a material breach of the Order which is incapable of remedy, or which is capable of being remedied but which is not remedied within five days of receipt by such other party of a notice in writing requiring the same to be remedied; or
 - 21.1.2. the other party is subject to a Force Majeure event that is subject to the provisions of Clause 16.3.
- 21.2. Termination or expiry of the Order for any reason shall not affect the accrued rights of the parties, or the coming into force or continuation in force of any provision which is expressly or by implication intended to come into force or continue in force after termination.
- 21.3. Upon termination of this Order, the Customer shall immediately make payment in full of all amounts due to The Service Provider. Only once the Customer has made such payment the following shall apply, without prejudice to any claim for damages arising from any breach of this Order:
- 21.3.1. The Service Provider shall provide the Customer with all relevant technical records data relating to the Equipment at the date of termination (or withdrawal as appropriate) and, in addition, the Service Provider shall meet all reasonable demands for additional information relating to work carried out on the Equipment during the period they were under its control.
 - 21.3.2. The Customer shall purchase all equipment and other materials which have been procured by the Service Provider specifically to support the Order, at the manufacturer's current list price plus 15% and shall indemnify the Service Provider and make payment to the Service Provider for any sums the Service Provider has incurred in engaging personnel to perform the Services.
 - 21.3.3. Subject to Article 10, the Service Provider shall make available for Redelivery by the Customer all property of the Customer subject to the Order in accordance with the Redelivery procedures set out in Clause 7, but subject to a reasonable charge by the Service Provider (from the time of termination until completion of Redelivery) for storage and/or parking of such Customer property.

22. EXPORT CONTROL

- 22.1. Each Party agrees to comply with all applicable Export Laws. Goods, Services and data required to be provided hereunder, shall only be supplied in accordance with the then applicable Export Laws (defined below). Neither Party shall be required to perform any obligation specified in this Order that would result in, or require it, to breach of any applicable Export Laws. All required export licenses and permits must be in place, to The Service Provider satisfaction before applicable goods or data are shipped to or from either Party, and prior to The Service Provider commencing performance of the Services. In all cases, Customer is the importer or exporter of record and responsible for obtaining any required governmental authorization, including without limitation any required import license, export license, or exchange permit. If Customer requests The Service Provider assistance with any import or export requirements, Customer shall pay for any additional administrative services The Service Provider provides. In all cases Customer shall remain importer or exporter of record. The Service Provider shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed and performance has commenced, Customer shall not be relieved of its obligation to pay for the Services. Customer acknowledges that the Equipment and any data provided pursuant to this Order may be subject to, and controlled by, the export laws and regulations of the United Kingdom, the United States, Canada, the EU and other applicable countries (collectively referred to as "**Export Laws**"). The Service Provider may refuse any Equipment or data shipped prior to proper licensing or equivalent export authorization being obtained and may return any such Equipment or data to Customer at Customer's cost and expense.
- 22.2. The Customer shall indemnify and hold harmless the Service Provider from and against any and all claims, losses, damages, expenses, costs, demands, liabilities and proceedings arising from or in respect of non-compliance with any of the provisions of this Article.

23. NON-WAIVER

No failure at any time by either party to enforce any provision of the Order shall either constitute a waiver of such provision or prejudice the right of such party to enforce such provision at any subsequent time. All waivers will be evidenced in writing by the waiving party.

24. ALTERATIONS

No amendment or variation to the Terms and Conditions or the Order Form shall be effective unless signed by the authorised representatives of both parties, subject always to The Service Provider being able, by giving notice to the Customer, to make minor amendments to the provisions of these Terms and Conditions to render them consistent with the terms and conditions generally applicable to The Service Provider's business from time to time.

25. CONFIDENTIALITY

- 25.1. Subject to Clause 25.2 and unless otherwise agreed, the Order and all information including proprietary information becoming available or coming into the possession or knowledge of one party (the “**Recipient Party**”) from or relating to the other party (the “**Disclosing Party**”) by virtue of the Order or its performance, shall at all times be treated by the Recipient Party as confidential and shall not be published, disclosed or circulated by the Recipient Party except (and only insofar as is necessary) in connection with the performance by the parties of their obligations under the Order or as required by any law or governmental agency. The obligation of confidence in this Clause 18 shall not extend to any information that is (a) at the time of disclosure, already in the public domain or which subsequently enters the public domain otherwise than by a breach of the terms of this Order, or (b) has been, or is subsequently, received by the Recipient Party from a third party which is under no confidentiality obligation to the Disclosing Party in respect of that information.
- 25.2. The Service Provider shall have a right, but not an obligation, to disclose any and all information under the Order to the owner of the respective Equipment and the Customer hereby expressly consents to such disclosure.

26. PROPERTY RIGHTS

As between The Service Provider and the Customer, all original materials, tools, equipment, drawings, designs, specifications, patterns samples, processes or trade secrets and other data (“**Matter**”) supplied used and/or developed by The Service Provider in connection with the Order, and all intellectual property rights contained therein, shall be and remain at all times the property of The Service Provider. The Customer shall not use, copy or allow to be used or copied by any third party, any such Matter or intellectual property rights without the prior express written permission of The Service Provider.

27. NOTICES

All notices to be given hereunder by either party to the other shall be deemed properly given if sent by courier, registered mail or by email to the addresses specified herein and signed by the authorized person (a) when actually delivered by hand, (b) one (1) working day after being sent by overnight receipted courier service, (c) when sent by mail five (5) days after being deposited in the post first class postage prepaid in an envelope, or (d) in the case of an e-mail, two hours after due dispatch with receipt of due transmission (where applicable), provided that if such time is not within normal business hours in the country of the addressee, it shall be deemed to have been received at the opening of business on the next business day in such country. All communications between the parties shall be in the English language.

28. LAW AND JURISDICTION

The Order (and formation thereof) shall in all respects be subject to and interpreted in accordance with the laws of England and in the event of any dispute, the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

29. ENTIRE CONTRACT & ILLEGALITY

- 29.1. The Order represents the entire agreement of the parties relating to the Services and the other contents of such Order, and shall supersede all previous negotiations, statements or agreements whether written or oral. If there is any conflict or inconsistency between a provision in these Terms and Conditions and a provision in the Order Form, the provision in these Terms and Conditions shall take precedence unless expressly stated otherwise in the “Special Provisions” section of the Order Form.
- 29.2. Each provision of the Order is severable and distinct from the others. If any provision of the Order is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law in any jurisdiction, it will to that extent be deemed not to form part of the Order but (except to that extent in the case of that provision) it and all other provisions of the Order will continue in full force and effect and their validity, legality and enforceability will not be affected or impaired. If any provision of the Order is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted or amended, that provision will apply with whatever modification(s) as are necessary to make it valid, legal and enforceable.
- 29.3. Delivery of an executed counterpart of the Order by e-mail will be deemed as effective as delivery of an originally executed counterpart.

30. THIRD PARTY RIGHTS

A person who is not a party to the Order shall have no rights under the Contracts (Rights of Third Parties) Act 1999, or otherwise, to enforce any term of the Order. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

31. PERSONAL DATA PROCESSING

31.1. Each Party agrees to comply with the Service Provider's General Terms of Personal Data Protection: <https://www.stormaviation.com/general-terms-of-personal-data-protection/>.

32. COMPLIANCE

32.1. The Customer confirms, agrees with and guarantees compliance with the Service Provider's General Terms of Compliance: <https://www.stormaviation.com/general-terms-of-compliance/>.

33. MUTUAL REPRESENTATIONS

33.1. Each Party represents and warrants to the other Party as of the execution date of the Order, and undertakes for the future, that:

33.1.1. it has the capacity and authority to enter into the Order;

33.1.2. there is no proceeding pending or threatened, or any other event, matter, occurrence or circumstance which to the Party's knowledge, challenges or may have a material adverse impact on this Order or the ability of the Party to perform its obligations pursuant to this Order; and

33.1.3. the persons entering into this Order on its behalf have been duly authorised to do so.