

Terms and Conditions

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1. DUTIES AND RESPONSABILITIES

This Agreement, together with any proposal of service signed and agreed between the parties, shall be the only terms and conditions applicable between GLOBAL ENGINE SUPPORT B.V. and the Customer for the provision of engine services and shall be in lieu of all other representations whether written oral or otherwise. In the event of any inconsistency or conflict between this Agreement, any Proposals of Service, this Agreement shall prevail to the extent of any such conflict or inconsistency. Global Engine Support BV. shall be responsible for complying with any applicable laws and regulations to it or its activities and for acquiring or maintaining during the performance of the instructed activities any licenses, approvals, certification GLOBAL ENGINE SUPPORT B.V. or exemptions necessary therefore. Furthermore, unless otherwise stated in an order, Global Engine Support shall be responsible for having available the correct hardware (e.g. tooling, testing equipment) required for the performance of the instructed activities.

2. TERMS OF INVOICE AND PAYMENT

The charge of the Services shall be set out in a quotation and accepted by the customer prior commencing the Service.

The quotation will be an budgetary estimate, solely for the purpose of guidance and not for reliance. The budgetary estimate stated on the quotation to the Customer is in Euros excluding VAT.

Global Engine Support BV shall issue an final invoice to the Customer on completion of the Service.

The Customer must pay in Euro's to Global Engine Support BV. bank account and immediately available for use without any rights to withhold.

All amounts payable by the Customer are exclusive of amounts in respect of value added tax(VAT).

Payments must be made within thirty(30) calendar days of the issue of the final invoice.

If Customer fails to make any payment before the due date, GLOBAL ENGINE SUPPORT B.V. shall have the right to charge interest at a rate of 8 percentage points(8%) above the base rate to the ING bank NV for any outstanding sum.

3. TRAVEL & LIVING

If applicable, all travel and living costs in accordance with this proposal of services are to be charged to customer at cost incurred in addition to the service fees detailed and agreed within this contract.

For information:

- Flights of less than 4 hours duration shall be booked as economy Fares
- Flights of greater than 4 hours duration shall be booked as business Class Fares
- Hotels shall be booked in the “middle range”
- Expenses incurred such as food, parking, taxi etc, shall be billed at cost incurred.
- If applicable, mileage will be charged at a rate of € 0.25 per km or currency equivalent.

Note: Receipts will not be routinely provided.

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3.2 POSTAGE & FREIGHT CHARGES

Where GLOBAL ENGINE SUPPORT B.V. are required to post/freight documents and parcels in support of the work undertaken, charges for such postage/freight will be recharged to customer at cost incurred.

3.3 MOBILE PHONE CHARGES

On an extraordinary basis, GLOBAL ENGINE SUPPORT B.V. will recharge mobile phone costs incurred in support of the work undertaken. The charges will only be invoiced to customer where they are considered extensive and beyond normal expectations, and only following the agreement of customer.

4. CONFIDENTIALITY

GLOBAL ENGINE SUPPORT B.V. and Customer warrant that the information contained in the proposal of Services is confidential and that the content of this Agreement and the information shared between the two parties during the execution of this Agreement and throughout the on-going business relationship, shall be treated as confidential and not disclosed to any third parties, be it that any data generated or produced by GLOBAL ENGINE SUPPORT B.V. by order of customer. GLOBAL ENGINE SUPPORT B.V. shall vest no restriction whatsoever in customer unless specifically agreed otherwise by both parties prior to the acceptance of customers order.

5. CUSTOMER'S OBLIGATION

The Customer shall:

- provide the approved Maintenance Manuals and/or associated publications AD's (Airworthiness Directive) and SB's(Service Bulletins) published by the respective manufacturer or other technical data approved by the relevant National Airworthiness Authority;
- ensure that the terms of the Order and any information it provides for inclusion in the Specification are complete and accurate;
- co-operate with GLOBAL ENGINE SUPPORT B.V. in all matters relating to the Services;
- provide GLOBAL ENGINE SUPPORT B.V. , its employees and consultants with access to the relevant engine and the Customer's premises and Facilities at all times, including the Access Date until completion of the Services as reasonably required by the GLOBAL ENGINE SUPPORT B.V. to perform the Services;
- provide GLOBAL ENGINE SUPPORT B.V. with such information and materials as the GLOBAL ENGINE SUPPORT B.V. may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all respects and is not misleading;
- obtain all necessary licences, permissions and consents which may be required in relation to the Services before the date on which the Services are to start and maintain such throughout the term of the Contract;

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- keep and maintain all materials, equipment, documents and other property of GLOBAL ENGINE SUPPORT B.V. at the Customer's premises in safe custody at its own risk, maintain the GLOBAL ENGINE SUPPORT B.V. Materials in good condition until returned to the GLOBAL ENGINE SUPPORT B.V. and not dispose of or use the GLOBAL ENGINE SUPPORT B.V. Materials other than in accordance with GLOBAL ENGINE SUPPORT B.V. 's written instructions or authorisation;
- provide GLOBAL ENGINE SUPPORT B.V. with the name, telephone, mobile telephone and email contact details for a representative of the Customer that GLOBAL ENGINE SUPPORT B.V. can liaise with at the location where the Services will be performed;
- ensure that all necessary security clearances and passes are arranged prior to the arrival on site of GLOBAL ENGINE SUPPORT B.V. Staff;
- provide appropriate steps and/or working platforms and appropriate lighting and electrical power supplies and other facilities to enable the Services to be carried out;
- provide an appropriate area to complete maintenance records in a proper manner.
- provide GLOBAL ENGINE SUPPORT B.V. Staff with access to the appropriate engine maintenance manuals and associated technical data when performing the Services;
- with respect to engines fitted on Aircraft which are the subject of the Services, the Customer shall prepare the engines prior to the arrival of the GLOBAL ENGINE SUPPORT B.V. 's staff by:
 - opening and securing cowl;
 - removing access covers and borescope blanks/plugs as required for the Services to be performed;
- upon completion of the Services, be responsible for and ensure that all necessary actions are taken to close up the engine and to perform all additional tasks (including, but not limited to, ground runs and leak checks) required to confirm the overall serviceability of the engine and the airworthiness of the aircraft. The Customer acknowledges and agrees that such action is outside the control of the GLOBAL ENGINE SUPPORT B.V. In the event of any non-compliance of the Customer with this obligation, GLOBAL ENGINE SUPPORT B.V. shall not be held liable for any Liability resulting from such non-compliance by the Customer; and
- as required by EASA Part 145A.65 plan and take appropriate action to minimize any potential effect on airworthiness of any aircraft in the event of any safety critical task including (without limitation) the performance of borescope inspections on more than one engine of a multi-engine aircraft at the same time. The Customer acknowledges and agrees that such action is outside the control of the GLOBAL ENGINE SUPPORT B.V. .In the event of any non-compliance of the Customer with this obligation, GLOBAL ENGINE SUPPORT B.V. shall not be held liable for any Liability resulting from such non-compliance by the Customer
- provide access to the facility when GLOBAL ENGINE SUPPORT B.V. is audited during maintenance activities by Dutch CAA/NL auditors.

6. GLOBAL ENGINE SUPPORT BV. LIABILITY

Notwithstanding anything contained in this Agreement, GLOBAL ENGINE SUPPORT B.V. shall only be liable towards customer under this Agreement for damage or loss (of whatever nature) incurred by customer, which is proven to be directly resulting from the negligence, gross or willful misconduct of GLOBAL ENGINE SUPPORT B.V. or its personnel in the performance of the instructed activities. In no circumstances shall GLOBAL ENGINE SUPPORT B.V. be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever for any special indirect or consequential damage of any nature whatsoever.

In any event and notwithstanding anything contained in this Agreement GLOBAL ENGINE SUPPORT B.V.'s liability in contract tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement (except for gross negligence or wilful misconduct or in relation to death or personal injury caused by the negligence of GLOBAL ENGINE SUPPORT B.V. or its employees while acting in the course of their employment) shall be limited to €1,000,000.

GLOBAL ENGINE SUPPORT B.V. shall indemnify and hold Customer harmless from and against any and all claims, rights or causes of action (including reasonable legal fees) of third parties filed or instigated against Customer for damages or loss incurred by such third parties as a result of the negligence of GLOBAL ENGINE SUPPORT B.V. or its personnel in the performance of the instructed activities, subject to the rights of GLOBAL ENGINE SUPPORT B.V. vis-à-vis Customer under concepts of contributory negligence.

Each provision of this Clause is to be construed as a separate limitation (applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances) and shall remain in force notwithstanding termination of this Agreement.

7. GOVERNING LAW

This Agreement shall be governed and construed in accordance with Dutch law and shall be deemed to have been made in the Netherlands.

Each party agrees to submit to the non-exclusive jurisdiction of the Dutch courts as regards any claim or matter arising under this Agreement.

8. FORCE MAJEURE

GLOBAL ENGINE SUPPORT B.V. shall not be liable for nor deemed to be in default on account of any delay or for the consequences of any delay in performing of any of its obligations under this Agreement or any order by Customer if such delay is due to any cause whatsoever beyond its reasonable control.

For the purposes of this Agreement, causes beyond its control shall mean delays due to force majeure causes, including but not limited to, acts of God or the public enemy; civil war; insurrection or riots; fires; floods; explosions; earthquakes; restrictions or strikes; government legislation, acts, orders or regulations; inability or failure of GLOBAL ENGINE SUPPORT B.V. to deliver (to the extent caused by reasons similar as those mentioned in this provision); or for any other cause to the extent that it is beyond GLOBAL ENGINE SUPPORT BV.'s reasonable commercial efforts to control.

If a delay in delivery is due to any reason mentioned under clause and continues or threatens to continue for a term which Customer (at its sole discretion) determines to be unreasonable, then Customer will have the right to cancel the relevant order without any liability on any grounds whatsoever towards GLOBAL ENGINE SUPPORT B.V. Upon Customer's request, GLOBAL ENGINE SUPPORT B.V. shall deliver or transfer to Customer or its designated agent any results, proceeds or products generated at that moment under the cancelled

order, in consideration whereof Customer shall compensate GLOBAL ENGINE SUPPORT B.V. a fair and equitable remuneration. Such remuneration shall be agreed between the parties.

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9. DELAYS/CANCELLATION

GLOBAL ENGINE SUPPORT B.V. shall accept no liability, nor deemed to be in default under this Agreement with respect to delays caused by:

- Failure of the Customer in making decisions, to deliver as agreed the equipment to the place of work, the required materials or data, execution of the payment terms in due time
- Each party shall device the other party is as soon as reasonable practical of the existence of any of the above mentioned causes of delay and shall further advise of the cessation of such cause. The date of completion for the work shall be extended for a period at least equal to the time lost by reason of the day
- Delay/ waiting time charged as per Proposal of Service maximum of 8 hours delay per engineer.
- Cancellation within 48 hours of a work being commenced will be subject to penalty of the full borescope/engine maintenance costs.

10. INDEPENDENT CONTRACTOR

This Agreement is not to be construed as a joint venture, incorporation or business association. Each party shall remain an independent party and does not have the right to act in the name or on behalf of the other party.