

TRADE-AIR TERMS AND CONDITIONS OF BUSINESS

1 DEFINITIONS AND INTERPRETATION

In these Conditions the following capitalised words and phrases shall have the following meanings:

"**Conditions**" means these Terms and Conditions of Business.

"**Contract**" means any contract agreed between Trade-Air and a Customer (through any Customer representative) for Service Exchange, Sale, Repair/Overhaul or Lease whether orally or in writing.

"**Customer**" means any natural or legal person who enters into a Contract with Trade-Air and shall include any successor.

"**Exchange Agreement**" means a document setting out the key commercial terms of a Contract;

"**Import Duty and Taxes**" means import duties and/or taxes payable by Trade-Air in respect of its receipt from the Customer of an Item;

"**Item**" means the item(s) (including any part(s) thereof) which are the subject of a Contract.

"**Lease**" means a Lease Contract under Clause 6.

"**OEM**" means original equipment manufacturer;

"**Out of Hours Fees**" means US\$ 175 for any Customer requests processed between 1800 and 0900 Monday to Friday and between 1300 Saturday until 0900 Monday.

"**Owner**" means the ultimate legal and/or beneficial owner of any aircraft on which an Item provided by Trade-Air pursuant to a Contract is installed;

"**Repair/Overhaul**" means a Repair/Overhaul Contract under Clause 5.

"**Sale**" means a Sale Contract under Clause 4.

"**Service Exchange**" means a Service Exchange Contract under Clause 3.

"**Shipping Charges**" means all freight, transport, (haz)packing and related costs and charges, external and internal, in connection with performance of the relevant Contract as determined by Trade-Air.

"**Surcharges**" means such surcharges (if any) as prescribed under a Contract.

"**Termination Event**" means the Customer (A) has failed to pay any amount when due; (B) in the opinion of Trade-Air (1) has committed a material breach of its obligations or (2) is insolvent or appears to be in financial difficulties and so is unlikely to be able to honour its payment obligations; in each case under these Conditions and/or a Contract.

"**Trade-Air**" means Trade-Air Airline Support Limited and/or its subsidiary and affiliated companies from time to time.

2. CONTRACTS

Trade-Air and the Customer shall enter into a Contract on the basis of a Service Exchange, Sale, Repair/Overhaul or Lease subject always to these Conditions. In respect of each such Contract:

- 2.1 A representative purporting to act on behalf of the Customer is deemed to have full authority to enter into a binding Contract on behalf of the Customer;
- 2.2 Where the Customer is not the Owner, the Customer agrees, represents and warrants that:
 - 2.2.1 it enters into the Contract on its own behalf and also on behalf of and in its capacity as agent for the Owner;
 - 2.2.2 the Owner agrees to be bound by the Contract as if it were a signatory thereto; and
 - 2.2.3 it has the Owner's full authority to enter into the Contract on its behalf.
- 2.3 Trade-Air reserves the right to require all or part of Contract charges to be paid in advance by giving written notice to the Customer.

3. SERVICE EXCHANGE

A "**Service Exchange Contract**" is an agreement whereby, for the charges quoted by Trade-Air, the Customer shall request and Trade-Air will provide a serviceable Item (each a "**Serviceable Item**") to the Customer and in exchange the Customer shall deliver to Trade-Air an unserviceable Item of the same part number (each an "**Unserviceable Item**") which shall become the property of Trade-Air and shall be repaired/overhauled (as applicable) and certified at the cost of the Customer. The terms of this Clause 3 apply to each Service Exchange Contract.

3.1 Delivery; Risk:

- 3.1.1 The Serviceable Item will be despatched by Trade-Air to the location specified by the Customer and delivery to and passing of risk to the Customer shall occur when such Serviceable Item is despatched by Trade-Air (or collected by the Customer from Trade-Air);
- 3.1.2 The Unserviceable Item will be delivered by the Customer at its expense to Trade-Air's designated premises within 15 days (or such other period as may be agreed by Trade-Air in writing) of Trade-Air despatching (or the Customer having collected) the exchanged Serviceable Item under Clause 3.1.1 above (the "**Return Period**") and risk in such Unserviceable Item will pass to Trade-Air upon delivery.

3.2 **Charges:** A Service Exchange shall be quoted and charged on a "**Plus Cost Exchange**" or "**Flat Exchange**" basis:

- 3.2.1 **Plus Cost Exchange:** The Customer shall pay the aggregate of (1) an initial access fee for the Serviceable Item ("**Access Fee**"); (2) Trade-Air's charges for repair/overhaul and certification of the Unserviceable Item ("**Secondary Charges**"), it being accepted by the Customer that the amount initially quoted by Trade-Air for Secondary Charges may increase to reflect any increase in the cost of repair/overhaul of the Item to Trade-Air; (3) Shipping Charges; (4) Surcharges; (4) Import Duty and Taxes; (5) Out of Hours Fees and (6) such additional charges as may be payable pursuant to Clause 3.6;
- 3.2.2 **Flat Exchange:** The Customer shall pay the aggregate of (1) the fixed amount quoted by Trade-Air ("**Flat Fee**"); (2) Shipping Charges; (3) Surcharges; (4) Import Duty and Taxes; (5) Out of Hours Fees and (6) such additional charges as may be payable pursuant to Clause 3.6; provided that such Flat Fee is quoted on the assumption that the Item requires a standard repair/overhaul workscope in accordance with OEM guidelines and that if such Item requires additional work to be returned to serviceable condition the Customer shall also pay such additional charges as determined by Trade-Air ("**Additional Charges**").
- 3.3 The Customer acknowledges and agrees that Trade-Air may return an Unserviceable Item to a serviceable condition at a time and date of its choosing. Should Trade-Air elect to delay work on an Unserviceable Item any Secondary Charges or Additional Charges shall be based on a fair market price as determined by Trade-Air in its absolute discretion.
- 3.4 **Shipping:** For the avoidance of doubt, Shipping Charges payable by the Customer in respect of a Service Exchange shall include the costs of shipping an Unserviceable Item to/from a workshop for the purposes of repair/overhaul, such Shipping Charges to be invoiced at cost, subject to a minimum charge of US\$ 295.00.
- 3.5 **Invoicing:** Trade-Air shall issue an invoice or invoices on a Plus Costs Exchange or Flat Exchange basis (as the case may be) covering those sums payable by Customer pursuant to Clause 3.2.

3.6 Return of Unserviceable Items:

3.6.1 If the Unserviceable Item received by Trade-Air pursuant to Clause 3.1.2 (whether or not damaged during transit) is deemed beyond economic repair by an FAA/EASA/CAAC approved organisation or the OEM, or if Trade-Air considers in its absolute discretion that the repair cost for the Unserviceable Item would exceed 80% of the new list price, then the Customer shall immediately become liable for Trade-Air's costs and charges associated with the following:

- 3.6.1.1 disposal of, or return of, such Unserviceable Item, to the Customer; and
- 3.6.1.2 purchasing an equivalent used item and procuring repair/overhaul and certification of the same to like condition of the Serviceable Item provided by Trade-Air under the Service Exchange; or
- 3.6.1.3 if no such equivalent used item is readily available, Trade-Air shall purchase an equivalent new item; and in each case if the lead time for delivery is over 30 days the Customer shall, in the case of a Plus Cost Exchange, pay from the 31st day an amount equal to the Access Fee

divided by 30 per day until such item is received by Trade-Air or, in the case of a Flat Exchange, such amount specified by Trade-Air up to 10% of the OEM's list price.

- 3.6.2 Where Clause 3.6.1 applies, Trade-Air shall issue supplemental invoices to the Customer in respect of the foregoing which may include a handling charge of up to 30% of the invoiced amount.
- 3.6.3 All Unserviceable Items provided by the Customer to Trade-Air must have traceability to the aircraft operator. Relevant records, to include aircraft registration details and hours and cycles run must be on the relevant operator's official headed paper.
- 3.6.4 Where an Unserviceable Item returned by the Customer is of a different revision or modification status to the Serviceable Item provided by Trade-Air to Customer, the Customer shall be liable to Trade-Air for the full cost of returning such Item to the same revision or modification status as the Serviceable Item supplied to Customer. Should no modification be in place in order to alter the Unserviceable Item to the standard of the Serviceable Item the Customer shall be liable for Trade-Air's costs and charges on the basis of Clause 3.6.1.2 or 3.6.1.3 above.
- 3.6.5 If the Unserviceable Item is not received by Trade-Air for any reason within the Return Period stipulated under Clause 3.1.2, the Customer shall deliver an equivalent Serviceable Item to Trade-Air within 15 days of the end of the Return Period, failing which the Customer shall immediately become liable for Trade-Air's costs and charges associated with sub-paragraph 3.6.1 above.
- 3.6.6 Trade-Air's acceptance of a Serviceable Item pursuant to Clause 3.6.5 shall be subject to Customer's compliance with the following conditions:-
- 3.6.6.1 Any Serviceable Item provided to Trade-Air must be in a like condition to the Serviceable Item supplied by Trade-Air to Customer. If the Serviceable Item supplied by Trade-Air to Customer is newly overhauled then the Serviceable Item provided by the Customer to Trade-Air must similarly be newly overhauled;
- 3.6.6.2 Any Serviceable Item provided to Trade-Air must have a minimum of 6 months warranty from the date of return;
- 3.6.6.3 Prior to any Serviceable Item being shipped to Trade-Air the Customer shall fax or email a tag and teardown report to Trade-Air for inspection. The Serviceable Item shall only be shipped to Trade-Air upon Trade-Air's written confirmation (such confirmation being in Trade-Air's absolute discretion) that the Serviceable Item is acceptable;
- 3.6.7 Trade-Air may in its absolute discretion accept an alternative Unserviceable Item in substitution for that specified in the Contract. Customer shall not ship any such alternative Unserviceable Item to Trade-Air unless and until Trade-Air's express written permission has been provided.
- 3.6.8 Trade-Air may in its absolute discretion accept an overhauled or repaired Item in substitution for the Unserviceable Item specified in the Contract. The overhauled or repaired Item must have the same quality of repair shop tag as the Serviceable Item (such that, for example, the provision of an OEM overhauled Serviceable Item by Trade-Air must be matched with a similarly tagged repaired or overhauled Item by the Customer) and must have a minimum of 12 months warranty from the date of return. Trade-Air will not accept any Item which has been repaired or overhauled in a repair shop owned or operated by the Customer. The Customer shall not ship any such repaired or overhauled Item to Trade-Air unless and until Trade-Air's express written permission has been provided.
- 3.6.9 A Serviceable Item supplied by Trade-Air to the Customer pursuant to Clause 3.1.1 may be returned to Trade-Air in an unused condition within 5 days of the date of supply in its original packaging. Returned Serviceable Items will in all cases be bench tested and recertified as necessary at the Customer's sole cost and expense. Any returned Serviceable Item which fails bench testing will be returned to its original condition at the Customer's sole cost and expense. In the event of a Serviceable Item being returned to Trade Air pursuant to this Clause 3.5.3., the Customer will remain liable for 20% of the Secondary Charges (in the case of Plus Costs Exchange) or the Flat Fee (in the case of a Flat Exchange), subject to a minimum charge of US\$ 150.00, with Trade-Air to issue the Customer with a credit note for the balance of the Secondary Charges or Flat Fee (as the case may be).

- 3.6.10 **Life Limited Components:** For all Items which are life-limited, including but not limited to life rafts and slides, any exchange Item provided by the Customer to Trade-Air (whether Unserviceable, Serviceable, overhauled or repaired) shall have the same or a more recent date of manufacture as the corresponding Serviceable Item provided by Trade-Air to the Customer. For all items failing to meet that requirement the Customer shall be additionally liable for a differential charge of 7% of the current manufacturers' list price per year of the differential (with any part years to be rounded up to a full year), or such higher charge as Trade-Air may specify in its absolute discretion.
- 3.7 **Title:** Title to a Serviceable Item (whether or not fitted to an aircraft) supplied under a Service Exchange Contract shall remain at all times with Trade-Air pending payment in full in cleared funds of the applicable charges pursuant to Clause 3.2 (whether or not the relevant invoices have been issued) whereupon title shall automatically pass to the Customer. Until such time as title passes to the Customer, the Customer shall not sell, charge, sublease, part with possession or otherwise dispose of the Serviceable Item. Title to an Unserviceable Item delivered by the Customer to Trade-Air shall automatically pass to Trade-Air upon delivery.
- 3.8 **Quotes:** The quotation from a workshop in respect of any Unserviceable Item provided to Trade-Air by Customer shall be final. Unless otherwise expressly agreed under the Contract, Trade-Air is not responsible for embodiment loaning or outsourcing of spare parts to a workshop.
- 3.9 An additional levy may be added to the final invoice in respect to the core unit repair / overhaul fees. This fee will be either on a reciprocal basis, agreed upon at the time of the initial exchange or part of the customer's continual contract.
- 3.10 Quotations in respect of Unserviceable Items not approved within 14 days will be automatically approved and all costs deemed accepted by the customer. Delays may result in an additional exchange fee should the approval not be accepted in writing within the permissible 14 days.
- 3.11 In the event that the Serviceable Item provided by Trade-Air to the Customer pursuant to Clause 3.1.1 has been procured from a third party for that purpose, the Customer agrees to be bound by any terms of conditions of the third party that Trade-Air is required to accept and the Customer further agrees that Trade-Air is deemed to have accepted those terms and conditions as agent for the Customer.

4. SALE

A "**Sale Contract**" is an agreement whereby the Customer shall request and agree to purchase from Trade-Air a specified Item and Trade-Air will agree to sell to the Customer such Item for the price quoted by Trade-Air ("**Sale Charges**"). The terms of this Clause 4 apply to each Sale Contract.

- 4.1 **Delivery; Risk:** The Item will be despatched by Trade-Air to the location specified by the Customer and delivery to and passing of risk to the Customer shall occur when such Item is despatched by Trade-Air (or collected by the Customer from Trade-Air).
- 4.2 **Charges:** The Customer shall pay (1) the Sale Charges; (2) Shipping Charges; (3) Surcharges and (4) Out of Hours Fees. Trade-Air reserves the right (acting reasonably) to increase the Sale Charges to reflect any increase in the cost of the Item to Trade-Air upon giving notice to the Customer. If the Customer requests Items to be supplied without a price quotation the Customer shall pay Trade-Air's standard prices.
- 4.3 **Invoicing:** Trade-Air shall issue an invoice or invoices to the Customer covering those sums payable pursuant to Clause 4.2.
- 4.4 **Title:** Title to an Item (whether or not fitted to an aircraft) supplied under a Sale Contract shall remain at all times with Trade-Air pending payment in full in cleared funds of the applicable charges pursuant to Clause 4.2 (whether or not the relevant invoices have been issued) whereupon title shall automatically pass to the Customer. Until such time as title passes to the Customer, the Customer shall not sell, charge, sublease, part with possession or otherwise dispose of the Item.
- 4.5 **Minimum Order:** All sale contracts shall be subject to a minimum transaction value of US\$ 150.00.

5. REPAIR/OVERHAUL

A "**Repair/Overhaul Contract**" is an agreement whereby the Customer shall request Trade-Air to procure repair/overhaul of an Item supplied by the Customer for the charges quoted by Trade-Air ("**Repair Charges**"). The terms of this Clause 5 apply to each Repair/Overhaul Contract.

- 5.1 **Delivery; Risk:** The Item to be repaired/overhauled will be delivered by the Customer at its expense to Trade-Air's designated premises. Upon completion of the repair/overhaul the Item will be despatched by Trade-Air to the location specified by the Customer and delivery to the Customer shall occur when such Item is despatched by Trade-Air (or collected by the Customer from Trade-Air). For the duration of the Contract the Item will remain at the risk of the Customer whether or not in the actual possession and control of Trade-Air (including when in possession of a shipper or third party service provider). The Customer takes the risk of any refusal by a OEM or servicer to honour a free-of-charge warranty for any reason.
- 5.2 **Charges:** The Customer shall pay (1) the Repair Charges; (2) Shipping Charges; (3) Surcharges; (4) Import Duty and Taxes and (5) Out of Hours Fees. Trade-Air reserves the right (acting reasonably) to increase the Repair Charges to reflect any increase in the cost of repair/overhaul of the Item to Trade-Air upon giving notice to the Customer.
- 5.3 **Invoicing:** Trade-Air shall issue an invoice or invoices to the Customer covering those sums payable pursuant to Clause 5.2.
- 5.4 If an Item is deemed beyond economic repair by a reputable FAA/EASA/CAAC approved organisation or the OEM such Item will, at the Customer's option and expense, be returned to the Customer or disposed of by Trade-Air and the Customer shall pay Trade-Air's invoiced charges in relation thereto.
- 5.5 **Title:** Title to an Item subject to a Repair/Overhaul Contract shall remain with the Customer (subject to Clause 9.5).

6. LEASE

A "**Lease Contract**" is an agreement whereby the Customer shall request and agree to lease/loan from Trade-Air a specified Item and Trade-Air will agree to lease/loan to the Customer such Item for the agreed term for the daily or weekly charges quoted by Trade-Air ("**Lease Charges**"). The terms of this Clause 6 apply to each Lease Contract.

- 6.1 **Delivery; Risk:** The Item will be despatched to the location specified by the Customer and delivery to and passing of risk in the Item to the Customer shall occur when such Item is despatched by Trade-Air (or collected by the Customer from Trade-Air). At the expiry of the term of a Lease Contract risk in the Item shall pass to Trade-Air upon redelivery.
- 6.2 **Charges:** The Customer shall pay (1) the Lease Charges; (2) Shipping Charges; (3) Surcharges; (4) Import Duty and Taxes and (4) Out of Hours Fees. Trade-Air reserves the right (acting reasonably) to increase Lease Charges at any time to reflect any increase in market rates (as assessed by Trade-Air) upon giving notice to the Customer. Lease Charges shall be equal to or greater than applicable standard IATA rates.
- 6.3 **Invoicing:** Trade-Air shall issue an invoice or invoices to the Customer covering those sums payable pursuant to Clause 6.2.
- 6.4 **Term:** The term of the leasing of an Item pursuant to a Lease Contract shall (A) commence upon despatch of the Item to the Customer under Clause 6.1 and continue for a term of up to a maximum of 60 days unless otherwise agreed between Trade-Air and the Customer (the last date of such term being the "**Expiration Date**"); (B) expire upon the later of (1) the Expiration Date, provided that the Item has been returned to Trade-Air on the Expiration Date in the condition required by Clause 6.5; or (2) if the Item is not returned in the condition required by Clause 6.5 on the Expiration Date, the date when the Customer has complied with its obligations under Clause 6.5, subparagraphs (A) or (B), as applicable.
- 6.5 **Return:** On the Expiration Date or upon termination of the Lease Contract by Trade-Air under Clause 9.6, the Customer shall return the Item to Trade-Air clean in good serviceable condition (fair wear and tear excepted) and Trade-Air shall test the Item to determine compliance with this Clause 6.5. If the Customer (A) fails to return the Item within 15 days of the Expiration Date (or the date of termination by Trade-Air under Clause 9.6) the Customer shall pay such amount as determined by Trade-Air shall compensate Trade-Air for the non-return of such Item; (B)

returns the Item within 15 days of the Expiration Date (or the date of termination by Trade-Air under Clause 9.6) but the Item is not in the condition required by Clause 6.5, the Customer shall pay Trade-Air's invoiced charges for any bench checking, repair/overhaul and/or re-certification of such Item necessary in order that the same is put into the condition required by this Clause 6.5, or, to the extent the Item is deemed beyond economic repair by an FAA / EASA / CAAC approved organisation or the OEM, then the Customer shall be liable for Trade-Air's costs and charges associated with the following: (1) disposal of, or return of, such Item to the Customer and (2) (i) purchasing an equivalent used item and procuring repair / overhaul and certification of the same to like condition of the Item as at the commencement of the Lease Contract; or (ii) if no such used item is readily available, Trade-Air shall purchase an equivalent new item; and in each case if the lead time for delivery is over 30 days the Customer shall pay from the 31st day an amount equal to 50% of the Lease Charges.

6.6 **Use; Insurance:** The Customer shall use the Item in a proper manner and in accordance with any operating instructions and limitations issued by the OEM. The Customer shall maintain the Item clean and in good working condition (fair wear and tear excepted). Throughout the term of the Lease Contract the Customer shall keep the Item insured against all risks of loss or damage for the full replacement value; and in the case of (A) damage to an Item, the Customer shall repair the Item in order that the same is put into substantially the same condition as it was prior to such damage; (B) loss of an Item, procure the transfer of title to Trade-Air of an equivalent part of equal or better value and utility than the Item immediately prior to its loss; in each case at the Customer's expense.

6.7 **Title:** Title to an Item (whether or not fitted to an aircraft) leased under a Lease Contract shall remain at all times with Trade-Air and the Customer shall not sell, charge, sublease, part with possession or otherwise dispose of the Item at any time during the Lease Contract (save as to permit redelivery to Trade-Air upon Lease expiry). The Customer shall notify the owner of any aircraft/engine to which a leased Item is affixed that such Item is leased from Trade-Air.

7. ACCEPTANCE AND REFUNDS; CANCELLATION

7.1 Any Item received by the Customer from Trade-Air under a Contract shall be deemed to be accepted by the Customer as being in satisfactory condition and meeting any specification unless the Customer notifies Trade-Air in writing within 7 days of receipt. In such a case the Customer shall return the relevant Item to Trade-Air at the Customer's expense, alongside all original paperwork and a detailed failure report. Trade-Air reserves the right to test such Item for serviceability and if Trade-Air determines such Item (A) is defective, a refund (less Shipping Charges) will be issued to the Customer; (B) is serviceable, no refund will be issued and the costs of testing will be charged to the Customer. The foregoing is without prejudice to Clauses 3.1, 4.1, 5.1 and 6.1.

7.2 A Contract cannot be cancelled by the Customer unless agreed in writing by Trade-Air. If the Customer wishes to cancel a Contract the Customer shall notify Trade-Air and Trade-Air shall stipulate the conditions and charges which shall be payable by the Customer upon such cancellation. If the Customer proceeds with the cancellation such conditions and charges shall be binding on the Customer and Trade-Air will issue invoice(s) therefor.

8. WARRANTIES; EXCLUSION AND LIMITATION OF LIABILITY; GENERAL INDEMNITY

8.1 Trade-Air shall so far as it is reasonably able so to do assign to the Customer the benefit of any guarantee or warranty issued by the supplier or OEM or repairer (other than Trade-Air) of an Item. Trade-Air itself gives no warranty or representation whatsoever in connection with an Item, its fitness for any purpose, quality, value, merchantability, use, description, specification or otherwise and all warranties, conditions and representations express or implied by law are excluded to the maximum extent permitted by law. Except in respect of death or personal injury caused by Trade-Air's negligence, Trade-Air shall not be liable to the Customer or any officer or representative of the Customer for any loss or damage, consequential and economic loss, costs, expenses or other liability whatsoever which arises out of or in connection with the performance or non-performance of a Contract and/or use of any Item by the Customer or any other person or any exercise or enforcement of Trade-Air's rights under these Conditions.

8.2 The Customer agrees to assume liability for and does hereby indemnify, protect, save and hold harmless Trade-Air from and against any and all loss, damage, liability, demands, suits, penalties, judgments or causes of action and any costs and expenses in connection therewith (including legal fees and expenses) (together, "**Losses**") which arise out of or in connection with the condition, ownership, manufacture, construction, design (including latent and other defects whether or not discoverable), importation, exportation, possession, use or operation of an Item either in the air or on the ground, or arising from the material or any article used therein, which accrue or are suffered or incurred subsequent to despatch of an Item to the Customer and prior to actual redelivery of an Item to

Trade-Air. The foregoing includes Losses relating to loss or damage to property or death or injury of, or other Losses of whatsoever nature suffered by, any person caused by, relating to, or arising from, any of the matters set out in this Clause.

- 8.3 The Customer irrevocably consents to Trade-Air sending an Item to third party service providers for the purpose of a Contract. When an Item is outside of Trade-Air's actual possession Trade-Air shall have no liability to the Customer for any damage to or loss of an Item.
- 8.4 Until such time as title to an Item passes to the Customer under a Contract the Customer shall remain responsible to account to Trade-Air for any loss of or damage to such Item howsoever occurring. To the extent that any of Clauses 3.6, 4.4 or 6.7 are frustrated by title annexation and/or the application of the *lex situs* in respect of an Item the Customer shall procure transfer of title back to Trade-Air pending payment in full of the relevant invoiced amounts.

9. SUPPLIER

A supplier is any entity that provides goods and/or services to Trade-Air.

- 9.1 **Monitoring Suppliers;** Trade-Air actively monitors Suppliers on time delivery and product conformity.
- 9.2 **Flow Down of Requirements;** Trade-Air reserves the right to flow down additional requirements to satisfy specific customer and or business requirements that apply.
- 9.3 **Counterfeit Goods;** The Supplier shall provide immediate notification to Trade-Air if counterfeit goods or materials have been supplied. Such items will be quarantined by Trade-Air and investigated fully.
- 9.4 **Nonconforming Products or Services;** The Supplier shall notify Trade-Air of nonconforming processes, products, or services and obtain approval for their disposition.
- 9.5 **Right of Access:** All Suppliers to Trade-Air Grant Right of access to Trade-Air's authorised representatives, their customer and Regulatory Authorities shall be afforded access to all facilities involved in the order, and to all applicable records and for verification of parts and materials at the supplier's premises.
- 9.6 **Conduct:** The supplier agrees to communicate to employees and sub-tier suppliers the importance of their contribution to product or service conformity and safety, and the importance of ethical behaviour. Examples of unethical behaviours include but are not limited to: falsifying records, theft, bribery, corruption, deceit, slave labour etc.
- 9.7 **Control of Quality Records:** Records related to the manufacture and/or process operations, including inspection and test are to be retained by the supplier and made available on request for verification by Trade-Air, our Customers and Regulatory Authorities. Unless otherwise specified the period of retention shall be for a minimum of ten years. Do not destroy such records unless approved by Trade-Air.
- 9.8 **Non Incident Statement (NIS):** The supplier will provide a Non incident statement confirming that the parts supplied to Trade-Air have not been obtained from any US Government or Military Source and have not been subjected to severe stress or heat (as in major Engine failure, Accident, Incident or Fire) or immersed in salt water.

10 MISCELLANEOUS

- 10.1 **Delivery Up; Repossession:** If the Customer fails to pay amounts when due under invoices relating to an Item: The Customer shall upon Trade-Air's request deliver up such Item to Trade-Air in the same condition as it was when first supplied to the Customer at such location specified by Trade-Air; (B) Trade-Air shall be entitled to enter upon any land and/or premises owned by or under the control of the Customer or to which the Customer has or may secure access for any person, with or without vehicles and equipment, where such Item may be located and to repossess such Item (whether or not fitted to an aircraft) without liability to the Customer for any loss or damage and the Customer shall indemnify Trade-Air in respect of any (1) costs and charges incurred by Trade-Air in the exercise of such rights (including legal fees and expenses); and (2) liability of Trade-Air to third parties arising out of the exercise of such rights.

- 10.2 **Deemed Value:** The value of any Item in respect of which full payment has not been made and which has been delivered up to or repossessed by Trade-Air shall be deemed to be the market value for such Item "as removed" as determined by Trade-Air and the Customer shall be liable for (A) any difference between such value and the amounts invoiced in respect of such Item; or, at Trade-Air's option (B) Trade-Air's costs and charges for restoring such Item to the same condition as it was when first supplied to the Customer.
- 10.3 **Certifications:** An authorised release certificate/airworthiness approval tag will be supplied with all new, serviceable, repaired and overhauled parts supplied by Trade-Air (unless otherwise agreed); provided that interior aircraft parts (including IFE, galley items) and other special items will only be supplied with the same where the original equipment OEM has the ability to do so.
- 10.5 **Storage:** The Customer shall pay for Trade-Air's charges relating to storage of Items on behalf of the Customer.
- 10.6 **Lien:** Trade-Air shall have a contractual lien, both general and particular, over any Item delivered by the Customer to Trade-Air under a Contract for all costs, charges and other liabilities which are due and payable by the Customer to Trade-Air under any Contract. Any such lien shall not be lost by reason of the Item not being in the possession of Trade-Air. In exercise of its rights in respect of such lien Trade-Air shall be entitled to sell the Item with no liability to account to the Customer save to the extent the sale proceeds exceed amounts due to Trade-Air under any Contract.
- 10.7 **Termination:** Upon the occurrence of a Termination Event Trade-Air shall be entitled to terminate a Contract and/or suspend the provision of all services to a Customer by giving written notice and without incurring any liability.
- 10.8 **Payments; Interest:** All payments by the Customer to Trade-Air will be made within 30 days of the date of an invoice or other request in cleared funds in US Dollars unless otherwise specified in the relevant invoice by electronic transfer to Trade-Air's specified bank account without withholding, set-off, counterclaim or deduction. If the Customer fails to make any payment by the due date for payment ("due date") the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the base rate from time to time of Barclays Bank plc accruing on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgment.
- 10.9 **Entire Agreement:** For each Contract these Conditions, any Exchange Agreement and the relevant invoices shall constitute the entire agreement between Trade-Air and the Customer and shall supersede and extinguish any previous agreements, representations, correspondence, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 10.10 **Time of the essence:** The time stipulated in these Conditions for payments by the Customer and performance of its other obligations is of the essence.
- 10.11 **Assignment; Confidentiality; Set-off:** The Customer may not assign its rights under a Contract. The Customer has no right to inspection of any internal Trade-Air documents. The Customer may not set off any liability of Trade-Air to the Customer against any liability of the Customer to Trade-Air.
- 10.12 **Waiver; Variation:** No delay or indulgence on the part of Trade-Air in enforcing the terms hereof shall be construed as a waiver thereof nor prejudice the rights and remedies available to Trade-Air. No variation to these Conditions shall be binding on Trade-Air unless agreed in writing.