



# General Terms and Conditions for the Sale of Goods and Services

March 2024

**superjet**  
INTERNATIONAL

# GENERAL TERMS & CONDITIONS FOR THE SALE OF GOODS AND SERVICES

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## 1. DEFINITIONS AND INTERPRETATION

Except where the content requires otherwise the following rules shall apply in the interpretation of these GTC:

- words in the singular shall include the plural, and vice-versa;
- words importing any gender include all genders.

The Clauses, headings and sub headings are used in this GTC for convenience only. They are not intended to affect its meaning or interpretation.

The meaning attributed to the following definitions will apply, unless otherwise specified or required by the context in which they are used.

“**Aircraft**” or “**A/C**” means, collectively or individually, the SSJ100 Sukhoi Superjet 100 aircraft in any of its version (95LR, 95B, 75LR, 75B, VIP, Cargo).

“**AOG**” means Aircraft On Ground.

“**Business Day**” means any day other than a Saturday or a Sunday, on which commercial banks are open in Venice (Italy) and in the country of Buyer for the transaction of business.

“**Beyond Economic Repair**” or “**BER**” means the status of an Unserviceable Part for which repair costs exceed sixty percent (60%) of the price for a new identical part.

“**Buyer**” means any airline, operator, lessor, lessee, MRO, flight school, supplier or any other entity which requests SJl to provide after-sales support services for the Aircraft and/or for acquiring products and/or services whether or not listed in the SJl Catalogues, including its representatives, employees and agents.

“**Buyer Parts**” means all the Aircraft spare parts or other similar goods owned by Buyer.

“**Calendar Day**” means any day of the year.

“**Clause**” means a clause or sub-clause of this GTC.

“**CSN**” means Cycles Since New.

“**CSO**” means Cycles Since Overhaul.

“**Confidential Information**” means any information, whether disclosed orally, in writing, electronically, visually or otherwise, disclosed by one Party, its representatives, employees or advisers (collectively the “**Disclosing Party**”) to the other Party (the “**Recipient**”) in connection with these GTC and an Order, Quotation or any relative agreement, including any and all data, plans, specifications, technical publications, samples, models, computer software and knowhow and other information relating to the Aircraft, its design or its manufacture or the Disclosing Party’s financial condition, operations, business, any business, legal or other relations with third parties that is either marked confidential (or other similar indication) or, given its nature, content and/or context, should reasonably be deemed confidential.

“**DDP**” stands for “delivery duty paid” in accordance with Incoterms 2010.

“**Default Rate**” means, in relation to any payment due under these GTC, the rate of interest per annum equal to LIBOR plus twelve percent (12%).



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**“Delivery”** means, in respect of the Products, the hand over and consequent transfer of physical possession, risk of loss and control of such Products, from SJI to Buyer, at the Delivery Location.

**“Delivery Location”** means the SJI warehouse shown in the Quotation or in SJI’s Order confirmation.

**“Due Date”** means, with respect to Products, the date on which Delivery of such Products is scheduled to occur, as indicated in the Order or other relevant documents, to occur and, with respect to Services, the date on which the Services are scheduled to commence, as indicated, in the Order or other relevant document.

**“Equipment”** designates all the parts, devices, accessories, furnishings, LRU, components or other on-board equipment installed on the Aircraft when delivered to Buyer and/or installed on the Aircraft after its delivery in accordance with appropriate documents (e.g. SB, etc.).

**“Exchange Order”** means an Order placed by Buyer for the service of SJI providing a Serviceable Part to Buyer in exchange for Buyer providing an Unserviceable Part to SJI. The Exchange Order is limited to SJI Parts and shall be binding only upon acceptance by SJI.

**“Excusable Delay”** has the meaning given thereto in Clause 11.1.

**“FH” or “Flight Hour”** means airborne flight hour, defined as Aircraft’s flight activity for the time elapsed between Aircraft take-off and Aircraft landing.

**“GSE”** means ground support equipment.

**“GTC”** means these *“General Terms & Conditions for the Sale of Products & Services”*.

**“ICC”** means the International Court of Arbitration of the International Chamber of Commerce.

**“Incoterms”** means the international rules for the interpretation of trade terms issued by the International Chamber of Commerce in 2010. Unless the context otherwise required, any term or expression, which is defined in, or given a particular meaning by the provisions of Incoterms, shall have the same meaning in these GTC.

**“Invoice Day”** means the date indicated on the invoice issued by SJI.

**“Lessee”** means the Aircraft operator that has obtained the right to utilize the Lessor’s Aircraft pursuant to the terms of a lease agreement.

**“Lessor”** means the entity that possesses the legal ownership of the Aircraft and that has transferred the right to utilize such Aircraft to the Lessee pursuant to the terms of a lease agreement.

**“Letter of Credit”** means the stand by letter of credit to be issued by Buyer’s bank under which SJI has the title to recover the Order price as stated in Clause 7.5.

**“LIBOR”** means the British Banker’s association interest settlement rate, as of 11 am (London time) on the Payment Date, for the offering of one (1) year deposits in the relevant currency as displayed on the appropriate page of the Reuters screen, provided that if the agreed page is replaced or service ceases to be available, SJI may specify another page or service displaying the appropriate rate, after consultation with Buyer.

**“LRU”** means line replaceable units



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**“Mandatory Information”** means the following mandatory documents and information, applicable to Exchange Orders only:

- (i) the relevant Order for each Serviceable Part;
- (ii) the part number, the serial number and the description of the relevant Unserviceable Part;
- (iii) the Aircraft (specifying the MSN) from which the Unserviceable Part has been removed and the removal date;
- (iv) the relevant Aircraft’s entry into service date;
- (v) the reasons for the removal of the Unserviceable Part, and the work to be performed;
- (vi) the TSN and CSN and the TSO and CSO for any Unserviceable Part subject to time limit, or overhaul and/or restoration at defined intervals;
- (viii) if necessary, any additional instructions and/or the required modifications, as applicable;

**“Manufacturer”** means “SUKHOI CIVIL AIRCRAFT COMPANY”, a closed joint stock company incorporated and existing under the laws of the Russian Federation, whose registered office is located at 23B Build. 2, Polikarpova Str., Moscow, 125284, Russian Federation.

**“MRO”** means the third party maintenance, repair and overhaul organization engaged for Aircraft airframe maintenance, line maintenance or any other type of requested repair service.

**“MSN”** means manufacturer serial number.

**“Non-Excusable Delay”** means a delay that is not an Excusable Delay.

**“OEM”** means original equipment manufacturer.

**“Order”** means any Purchase Order, Rental Order or Exchange Order placed by Buyer to SJI for the purchase, rental or exchange as applicable, of one or more Products and/or Services.

**“Organizational, Management and Control Model”** is the model as defined per ex Italian Legislative Decree No. 231/01 and the Code of Ethics of SJI

**“Party(ies)”** means individually and collectively SJI and Buyer.

**“Payment Date”** means the thirtieth (30<sup>th</sup>) Calendar Day after the Invoice Day.

**“Products”** means the items ordered by Buyer by means of an Order and supplied by SJI, including, but not limited to SJI Parts, technical publications, training documentation, repair drawings, reliability reports, maintenance documents, equipment, raw materials, finished or semi-finished materials or articles, machinery or commodities, including any such items supplied in connection with the Services.

**“Proof of Export / Receipt”** means Proof of Dispatch such as Air Waybill or Railroad Waybill (pursuant to the commercial law), Bill of Lading, Posting Receipt for consignments sent by letter or Parcel Post or their duplicates or any other commercial document (in particular the Forwarding Agent’s Certificate).

These documents shall also include the “registration number” of the relevant Export Declaration if any (i.e. Movement Reference Number “MRN” in Germany, Internal Transaction Number “ITN”



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in U.S., etc.) and in case of intra UE deliveries clear evidence of the receipt of goods in term of documents duly stamped, dated and signed by the recipient).

Alternatively when an “Electronic Procedure” for the exportation” is used (i.e. ATLAS in Germany, AES in U.S., etc.) means the receipt of the Export Declaration, electronic transmittal, signed by the Export Customs Office in charge (i.e. "Ausgangsvermerk" or "Alternativ-Ausgangsvermerk in Germany, etc.)". Also, in cases when Equipment leaves the customs relevant territory (i.e. the territory where the Supplier’s Warehouse is located) as a component installed on the Aircraft, a declaration of the Operator is also required, stating that its Aircraft entered the relevant territory with the intention of exporting the component, and the Aircraft will depart from the relevant territory under its own power.

“**Purchase Agreement**” means, if applicable, the Aircraft’s purchase agreement executed, prior to the Aircraft’s entry into service, between SJI and Buyer.

“**Purchase Order**” means an order placed by Buyer to SJI for purchasing one or more Products and/or Services. A Purchase Order shall be binding only upon acceptance by SJI.

“**Order Priority**” means the priority assigned by Buyer to its Order. The following standard priority categories shall be applied by Buyer:

- “AOG”;
- Critical: applicable in cases when an imminent AOG situation or work stoppage might occur;
- Routine: applicable in all other cases.

“**Quotation**” means any commercial proposal and/or offer submitted by SJI to Buyer for the provision by SJI of Products or Services.

“**Rental Location**” means Buyer’s warehouse as specified in the Rental Order confirmation.

“**Rental Order**” means an order placed by Buyer to SJI for the rental of one or more SJI Parts. Rental Order shall be binding only upon acceptance by SJI.

“**Rental Period**” means the time that elapses from the date a SJI Parts is made available for pickup by SJI at the Delivery Location until the date in which such SJI Parts is received by SJI from Buyer at the Delivery Location.

“**Rules**” has the meaning set forth in Clause 16.2.

“**SB**” or “**Service Bulletins**” means the technical document issued by the relevant manufacturer or design organization approval’s holder and recognized by the relevant airworthiness authority, which defines the procedures, tools and parts necessary to perform any relevant modification on certified aircraft in order to maintain or return the aircraft to a state of airworthiness.

“**Serviceable Part**” means a part delivered in serviceable condition accompanied by release certificate EASA Form 1 (Part 145), or FAA Form 8130-3 (Part 43), or form TCA 24-0078, or form C5, or any other equivalent certificate acceptable by the responsible Airworthiness Authority.

“**Services**” means any and all work and/or services, including but not limited to spares related services, training services, engineering services, customer care center answers, and onsite support services ordered by Buyer via a Purchase Order and supplied by SJI.



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“**SJI**” means SuperJet International S.p.A, a joint stock company organised under the laws of Italy, with legal seat at via Triestina 214 30173 Venice Tessera, Italy.

“**SJI Catalogues**” means SJI “Training Catalogue” or SJI “Spare Parts Catalogue” or SJI “Customer Services Catalogue” in the version valid for the current year. SJI Catalogues prices are updated every year. Whenever the term “SJI Catalogues” is mentioned the related prices are the ones valid on the Due Date or the Agreed Date for Products and/or Services – even if the updated version of the SJI Catalogues with updated prices is not yet published.

“**SJI Parts**” means all the Aircraft spare parts, tooling, GSE or other similar goods.

“**SuperCare Agreement**” means, if applicable, the agreement for the provision of Aircraft after sales services entered into by SJI and Buyer.

“**TSN**” means Time Since New.

“**TSO**” means Time Since Overhaul.

“**Unserviceable Part**” means a part removed from the Aircraft by Buyer as defective or presumed defective or for overhaul.

“**Warranty Period**” has the meaning given thereto in Clause 9.1.

## **2. ORDERS GENERAL**

- 2.1. These GTC shall apply to all Quotations made by SJI and to all Orders placed by Buyer, concerning the Products and Services directly or indirectly supplied by SJI.
- 2.2. Unless otherwise agreed to in writing between the Parties, Buyer submitting any Order to SJI for any Product or Service shall be deemed explicit acceptance by Buyer of the terms and conditions set forth in these GTC.,
- 2.3. Orders shall be placed by Buyer and administered by SJI in accordance with the terms and conditions set forth in the related SJI's Quotation and in these GTC. Orders placed in a manner other than stipulated herein shall include all appropriate information (i.e. for Exchange Orders, “Mandatory Information”) including, but not limited to, the description of the Products and/or Services requested, Order Priority, order number, delivery schedule and price. In any event, SJI reserves the right to reject an Order issued by Buyer not in compliance with the requirements set forth in such Quotation above or in these GTC.
- 2.4. For Orders placed by Buyer in AOG priority, Buyer shall duly specify the Aircraft tail number or MSN to which the Order of SJI Parts refers. It is understood that Buyer shall issue an Order in AOG priority for an item whose quantities cannot exceed the quantity of the same item installed on the Aircraft. In case Buyer places an Order in AOG priority for an Aircraft which is subsequently confirmed to not be in AOG condition, SJI shall be entitled, at its sole discretion, to downgrade Buyer's Order to Routine priority, and inform Buyer accordingly. It is understood that the price originally quoted in Buyer's AOG Order will remain unchanged.
- 2.5. In case Buyer places an Order in Critical priority for an Aircraft which is not confirmed in Critical condition, SJI shall downgrade Buyer's Order to Routine priority and inform Buyer accordingly. It is understood that the price originally quoted in Buyer's Critical Order will remain unchanged.



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- 2.6. Products and Services are offered by SJI subject to availability as of the date of SJI's receipt of the Order, or Buyer's request for Quotation (whichever is later). SJI reserves the right to make any changes to the Order or to alter or substitute the Products or the method of supply of the Services as required to comply with any applicable safety or other statutory requirements in force from time to time.
- 2.7. Buyer undertakes to observe the rules and regulations provided by the Organizational, Management and Control Model ex Italian Legislative Decree No. 231/01 and the Code of Ethics of SJI, delivered to Buyer together with these GTC and/or any other agreement between SJI and Buyer, and that may also be retrieved from SJI's web-site: [www.superjetinternational.com](http://www.superjetinternational.com). Buyer declares to know and accept such rules and regulations. In case of non-compliance by Buyer with the rules and regulations provided by the Organizational, Management and Control Model ex Italian Legislative Decree No. 231/01 and/or the Code of Ethics of SJI, SJI shall be entitled to immediately terminate the Agreement by simple written communication and shall be compensated by Buyer for any damages.
- 2.8. In the event that Buyer wishes to cancel an Order that has already been accepted and processed by SJI, SJI shall be entitled, at its sole discretion, to charge Buyer a cancellation fee calculated as a percentage (%) of the Order price:
- a. if the cancellation notice is received by SJI between sixty (60) and thirty (30) Calendar Days before the Due Date: fifty percent (50%) of Order Price;
  - b. if the cancellation notice is received by SJI between twenty-nine (29) and fifteen (15) Calendar Days before the Due Date: seventy-five (75%) of the Order Price;
  - c. if the cancellation notice is received by SJI within fourteen (14) Calendar Days before the Due Date, or in case of "no show" on the Due Date or abandon the Services before its completion: one-hundred percent (100%) of the Order Price.
- 2.9. In the event that Buyer wishes to cancel a Rental Order or an Exchange Order that has already been accepted and processed by SJI, to Buyer shall be charged a cancellation fee of five-hundred (\$500.00) US Dollars.
- 2.10. **No re-export to Russia**
- a. Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this GTC that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
  - b. Buyer shall undertake its best efforts to ensure that the purpose of the above paragraph 2.10.a is not frustrated by any third parties further down the commercial chain, including by possible resellers.
  - c. Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the above paragraph 2.10.a.
  - d. Any violation of paragraphs 2.10.a, 2.10.b or 2.10.c shall constitute a material breach of an essential element of this GTC, and SJI shall be entitled to seek appropriate remedies, including, but not limited to:
    - (i) termination of the contract to which the GTC refers; and



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(ii) a penalty of 100% of the price of the goods exported.

- e. Buyer shall immediately inform SJI about any problems in applying paragraphs 2.10.a, 2.10.b or 2.10.c, including any relevant activities by third parties that could frustrate the purpose of paragraph 2.10.a. Buyer shall make available to SJI information concerning compliance with the obligations under paragraph 2.10.a, 2.10.b or 2.10.c within two weeks of the simple request of such information.”

### **3. EXCHANGE ORDER**

- 3.1 Buyer shall first pay the invoice for the initial cost of the Exchange Order according to the price, terms and conditions defined in the Exchange Order and shall subsequently pay the invoice for the additional costs associated with the repair of the Unserviceable Part.
- 3.2 Buyer shall within five (5) days after issuing its Exchange Order, send to SJI via email or web portal, a duly completed “Component Removal Form” (in the form contained in Attachment A hereto), providing all data and information required therein. The original of such Component Removal Form shall accompany the Unserviceable LRU returned by Buyer to SJI.
- 3.3 Unless otherwise agreed on a case-by-case basis any Unserviceable Part returned to SJI without all of the Mandatory Information and the Component Removal Form duly filled in, shall be considered by SJI as not received and Clauses 3.8 and 3.9 shall apply. In the event the sixty (60) day period expires without SJI having received all the Mandatory Information, the Exchange Order shall be deemed null and void and SJI shall make available for pickup by Buyer at the Delivery Location, at Buyer’s risk, cost and expense, the relevant Unserviceable Part.
- 3.4 All Serviceable Parts will be supplied at the then current configuration standards, or at fully interchangeable standards, along with their certificates of compliance and EASA Form 1 certificate, or form FAA 8130-3, as applicable.
- 3.5 SJI shall ensure that Serviceable Part will have at least fifty percent (50%) of its remaining life before the next scheduled overhaul.
- 3.6 Buyer shall deliver to the Delivery Location the Unserviceable Part within 10 (ten) Calendar Days after the date of the relevant Buyer’s Exchange Order (the Due Date).
- 3.7 When dispatching Unserviceable Part, Buyer shall also send to SJI, via SJI’s web portal/CRM system, or by fax or e-mail, all data related to the dispatch (including, but not limited to, the date of dispatch, the airway bill number and the freight carrier’s name); as well as the Component Removal Form (see Attachment A to these GTC).
- 3.8 Should SJI not receive the Unserviceable Part by the Due Date, Buyer shall pay to SJI an interest calculated by multiplying the price of such Unserviceable Part as if new, by zero point three percent (0.3%) per day, starting from the first day after the end of the period referred to in Clause 3.2 and ending on the date on which the Unserviceable Part is actually received by SJI, for a maximum of sixty (60) days from the date of Buyer’s Exchange Order.
- 3.9 Without prejudice and in addition to the provisions contained in Clause 3.8 above, in the event an Unserviceable Part is not received by SJI within sixty (60) days from the date of Buyer’s relevant Exchange Order, SJI shall have the right (i) to declare this Unserviceable Part as lost, and (ii) to invoice to Buyer the price of the Serviceable Part sent in exchange to Buyer by SJI based on the SJI’s current catalogue price for a new component of the same



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part number. As a consequence, title to such Serviceable Part shall vest with Buyer after receipt by SJI of the full payment of the related invoice

3.10 SJI shall provide to Buyer the shop finding report or any other similar document received from the OEM or authorized repair center, as well as a document evidencing the costs associated to repair the Unserviceable Part.

3.11 In the event the Unserviceable Part is BER:

- i. SJI shall promptly inform Buyer in writing of such BER and shall cancel Buyer's Exchange Order. SJI shall invoice Buyer for a Serviceable LRU, based upon the current catalogue sales price for a brand new LRU, and
- ii. SJI shall request Buyer's approval to discard such Unserviceable Part, the cost of which shall be borne by Buyer. If Buyer expressly denies approval or fails to reply to such request within five (5) Calendar Days, the Unserviceable Part will be returned to Buyer by SJI at Buyer's sole cost and expense.

3.12 Title, property and any interest thereto (including any applicable warranties) on any Serviceable Part shall be transferred to Buyer upon receipt of the relevant Serviceable Part, provided that for any events listed in Clause 3.13, below, Buyer has paid in full the price of the Serviceable Part provided by SJI to Buyer and the costs and expenses as invoiced by SJI, if applicable, for returning the Unserviceable Part to Buyer.

3.13 Title, property and any interest thereto (including any applicable warranties) on any Unserviceable Part shall be transferred to SJI upon receipt of the relevant Unserviceable LRU, provided that:

- i. the Unserviceable Part is not subsequently found to be BER as specified in Clause 3.11 above, and
- ii. the Unserviceable Part is returned to SJI within the time limits set forth in Clause 3.6 above.

3.14 Buyer shall be responsible for all direct and indirect costs and expenses associated with the following repair work and activities, which are not included in the Exchange Order price:

- i. the repair or overhaul of an Unserviceable Part, and any additional costs, resulting from or in any way connected to the incorrect handling, maintenance, negligence or accidents incurred whilst the Unserviceable Part were under the control of Buyer, including but not limited to: foreign object damage, lightning strike, hard landing, exposition to corrosive or abrasive materials or products' actions;
- ii. the repair or overhaul of an Unserviceable Part deriving from or in any way connected to lack of data to be provided by Buyer, such as, without limitation, information regarding a warranty claim, TSN, CSN, TSO and CSO;
- iii. Unserviceable Part modification costs, including those which would be required to be incorporated into an Unserviceable Part delivered to SJI by Buyer by an Exchange Order, in order to upgrade such Unserviceable Part to the same technical standard of an Serviceable Part delivered by SJI to Buyer;
- iv. any additional technical expertise and/or counter expertise requested by Buyer to be performed on an Unserviceable Part, in the event Buyer challenges SJI's expertise, repair costs' estimate, or proposed repair solution.

#### **4. RENTAL ORDER**



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4.1 Buyer shall:

- 4.1.1 Pay the invoice for the rental fee of the SJI Parts as defined in the relevant Rental Order;
  - 4.1.2 use and operate the SJI Parts according to the procedures and limitations established by the applicable technical manuals;
  - 4.1.3 remain solely responsible for maintaining the SJI Parts in good serviceable condition during the Rental Period;
  - 4.1.4 not sublease or sell the SJI Parts to any third party;
  - 4.1.5 be responsible for any mishandling or misuse of the SJI Parts by itself or by any third party during the Rental Period;
  - 4.1.6 bear all costs and expenses of any scheduled or unscheduled maintenance, test and certification (if applicable) being understood that Buyer shall not be entitled to charge SJI for such scheduled or unscheduled maintenance costs or expenses.
- 4.2 Buyer shall return the SJI Parts to the Delivery Location in DDP conditions (Incoterms 2010) and packed in compliance with ATA-300 specifications and with all applicable airworthiness documents (EASA Form 1 Certificate, FAA form 8130-3 or Certificate of Conformity as the case may be). If the Product is not returned in the same serviceable condition and with all applicable airworthiness documents as when delivered to Buyer, SJI reserves the right to charge Buyer with all costs necessary to restore the Product to said conditions.
- 4.3 The minimum Rental Period is 15 (fifteen) Calendar Days. The maximum Rental Period is 45 (forty-five) Calendar Days.
- 4.4 In the event Buyer fails to comply with the requirements of this Clause 4.4 and does not redeliver the SJI Part at the Delivery Location within the maximum Rental Period, the SJI Part shall be considered sold to Buyer and SJI shall invoice Buyer for the SJI Part applying the sales price as new, as specified in the relevant Quotation, plus applicable VAT, charges and duty, plus the full rental fees up to the last day of the Rental Period, and any exportation and/or importation costs (tax, duties, including custom duties, and broker fees) that may arise in conjunction with the SJI Part's sale.
- 4.5 Buyer may cancel the Rental Order up until such time as the SJI Part is made available to Buyer. In case of cancellation SJI will charge a cancellation fee of 500,00 (five hundred) USD. In case SJI has already communicated to Buyer that the SJI Part is available to Buyer for pickup, SJI will invoice Buyer the rental fees equivalent to the minimum Rental Period (as set forth in Clause 4.3 above).
- 4.6 All transportation costs (including exportation and/or importation costs such as tax, duties, custom duties, and broker fees) of the SJI Part from Delivery Location to the Rental Location and from the Rental Location to the Delivery Location shall be borne by Buyer.

**5. DELIVERY OF PRODUCTS AND SUPPLY OF SERVICES**

- 5.1. SJI shall provide Buyer with written notice that ordered Products are ready for pickup at the Delivery Location. Unless expressly provided otherwise in writing by the Parties, Delivery shall be deemed complete when Products are picked up by Buyer at the Delivery Location in Ex-Works (Incoterms 2010) condition.



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- 5.2. Any delay encountered by SJI in the Delivery of a single Product shall not entitle Buyer to reject any previous or subsequent Delivery or terminate any previous or subsequent Order, once accepted by SJI.
- 5.3. Buyer shall pick-up the Products and/or utilize the Services on the Due Date at the Delivery Location. In the event that Buyer fails to pick up the Products and/or utilize the Services on the Due Date, Buyer shall (without prejudice to any rights or remedies SJI may have at law or hereunder) be held liable for such delay and Clause 7.7 and 7.8 of this GTC shall apply.
- 5.4. In cases when the ATLAS export procedure is used, Buyer shall timely provide SJI with written evidence of Proof of Export for all Equipment provided by SJI to Buyer.
- 5.5. SJI reserves the right to request and pick up any rented SJI Parts at its sole discretion with prior written notice to Buyer. In such case, Buyer shall make the SJI Parts available in DDP conditions (Incoterms 2010) at the Delivery Location.
- 5.6. If the Parties agree that SJI shall arrange for freight, insurance or any other transportation costs of the Products beyond the Delivery Location, such costs shall be paid for in advance by SJI but ultimately borne by Buyer and shall be deemed as an additional service for Buyer, without prejudice to any other provisions of these GTC. Such additional costs shall be duly invoiced by SJI and paid by Buyer within thirty (30) Calendar Days from the date of the relevant invoice. It is understood that SJI shall not be held liable in connection with any and all damages, costs, losses or expenses deriving from such provision.
- 5.7. Unless otherwise specified in SJI Catalogues, the Due Date and the period for performance of Services contained therein are only estimates, and SJI shall not be held liable for any losses or damages deriving from any delay encountered by Buyer, whether directly or indirectly, in connection with any such delay.
- 5.8. Any claims by Buyer to SJI for incorrect shipment of Products shall not be valid unless SJI is notified in writing by Buyer within seven (7) Calendar Days from shipment to Buyer.
- 5.9. If a delay in respect to the Due Date or in the performance of Services occurs and affects SJI's performance hereunder, and SJI's performance of its obligations hereunder may however be reasonably carried out, the time for SJI's performance shall be extended accordingly, and SJI shall take reasonable steps to minimize the negative effects on Buyer due to such delay.
- 5.10. In the event that a delay in delivering Products or in providing Services persists for more than ninety (90) Calendar Days, then SJI shall be entitled to cancel all or any part of the relevant Order by providing Buyer with written notice, it being understood that SJI shall only be held liable for direct damages incurred by Buyer as a consequence of such failure to perform, only in the event that the delay directly derives from SJI's reckless or willful misconduct and the extent of SJI's liability shall be limited to the amount to be paid by Buyer to SJI in respect only of the delayed Product or Service under the relevant Order or other relevant document.
- 5.11. Buyer shall ensure that all of its representatives, employees and agents present on-site at any SJI premises shall comply with all SJI and governmental regulations and any other restrictions applicable to such premises, including, without limitation, all applicable security, health, and safety regulations.



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- 5.12. Buyer shall comply with all instructions, manuals or advice that SJI shall provide in any form to Buyer with the Products, or explain during the performance of the Services, or communicate in writing to Buyer. If Buyer fails to comply and, as a consequence, suffers damages, costs, losses or expenses of any nature whatsoever, SJI shall not be held liable, and Buyer shall keep SJI harmless in connection with any and all such damages, costs, losses or expenses deriving therefrom.
- 5.13. If the place of supply of the Services agreed by the Parties is different from SJI's premises, Buyer shall reimburse SJI, unless otherwise agreed to in writing between the Parties, for all travel, accommodation, subsistence and other expenses incurred by SJI's representatives and trainers in the course of the supply of the Services, as per aviation international standards (i.e. business class round trip flights, 4 star hotel, international car rental company standard car with 5 doors, daily living fees and daily allowance in accordance with SJI company current policies).
- 5.14. Whenever SJI provides on-aircraft assistance, Buyer, at its cost and expenses, shall ensure that aircraft Third Party Legal Liability insurance coverage as well as War Perils insurance coverage are maintained and are in full force and effect in respect of the Aircraft, and that the insurance certificates name SJI, its subcontractors and its personnel, agents, and representatives as additional insured parties under said insurance coverage for the entire duration of such assistance. Furthermore, with reference to the abovementioned insurance coverage maintained by Buyer in respect of such Aircraft, Buyer shall cause the insurers to waive their rights of subrogation against SJI, its subcontractors, personnel, agents, and representatives as aforesaid. Upon signature of the relevant Order, Buyer shall provide written evidence of its compliance with such obligations. If Buyer fails to provide such evidence, SJI shall be entitled to suspend or terminate all or any part of the relevant Order.
- 5.15. Whenever SJI supplies Services to Buyer at SJI premises or other location agreed to in writing by the Parties, Buyer shall ensure that Comprehensive General Third Party Liability insurance, which shall be approved by SJI in its absolute discretion, (provided through an independent firm of internationally recognized aviation insurance brokers and placed with insurers of recognized responsibility, specializing in international aviation insurance markets) with validity in aeronautical premises is in full force and effect for the entire duration of the Services and that the insurance certificate names SJI, its subcontractors, its personnel, agents and representatives as additional insured under such insurance coverage. Buyer shall cause its insurers to waive their rights of subrogation against SJI, its personnel, agents and representatives. Upon signature of the relevant Order, Buyer shall provide insurance certificates evidencing its compliance with such obligations. Furthermore, Buyer shall procure and maintain Personnel Accident Insurance which shall be approved by SJI in its absolute discretion (provided through an independent firm of internationally recognized aviation insurance brokers and placed with insurers of recognized responsibility, specializing in international aviation insurance markets) for its personnel while at SJI premises or other location agreed to in writing by the Parties. Upon signature of the relevant Order, Buyer shall provide insurance certificates evidencing its compliance with all the above mentioned obligations.

## **6. PRICES**

- 6.1. The minimum Order value is two hundred (200,00) US Dollars net per order. Any Orders with a net value less than 200,00 (two hundred) US Dollars will be invoiced at two hundred (200,00) US Dollars.



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- 6.2. Unless otherwise specified by SJI in writing, all prices indicated by SJI in the Quotation are intended for Products to be delivered in Incoterms 2010 “Ex-Works” condition at the Delivery Location and packed in compliance with ATA-300 specifications.
- 6.3. A Quotation issued by SJI shall remain valid for thirty (30) Calendar Days from the date of issuance, unless such Quotation is withdrawn by SJI, and duly notified to Buyer, prior to receipt by SJI of Buyer’s written acceptance thereof. Unless otherwise specified in writing, prices listed in SJI Catalogues are valid and applicable to all Orders accepted by SJI from January 1st, of the year of such SJI Catalogue issuance until December 31st of the same year, or until such time as an unscheduled revision of prices is published by SJI. Buyer will be notified of any changes in the prices contained in SJI Catalogues at least ten (10) Calendar Days prior to their effective date.
- 6.4. Quotations from SJI may be issued in any currency and the relevant Buyer’s Order and SJI invoice shall reflect the same currency set forth in the Quotation.
- 6.5. Obvious and recognizable errors in SJI Catalogues or Quotation prices are subject to immediate rectification by SJI, and the correct prices shall become effective immediately for any affected Products and Services as if such errors had never occurred, and Buyer shall not have any right to claim misrepresentation or impact on Buyer’s consideration.
- 6.6. All prices listed in SJI Catalogues or included in Quotations or other agreements are exclusive of any taxes (including VAT), fees, charges or duties of any kind imposed by any taxing authority in any jurisdiction all of which shall be borne by Buyer and which Buyer hereby undertakes to pay without delay in accordance with the terms and conditions contained herein. All payments shall: (i) include any taxes (including VAT), fees, charges or duties; and (ii) be free and clear of, and without deduction or withholding for or on the account of any taxes (including VAT), fees, charges or duties. To the extent any such deduction or withholding is required by applicable law, Buyer shall increase the amounts payable as necessary to ensure that SJI receives the amounts that it would have been entitled to receive in the absence of such deduction or withholding subject to the terms and conditions set forth herein. Should SJI be required to pay any such any taxes (including VAT), fees, charges or duties on behalf of Buyer, Buyer shall reimburse SJI forthwith upon demand, within fifteen (15) Calendar Days from receipt of SJI’s written request.
- 6.7. SJI reserves the right to review the prices contained in SJI Catalogues, in any Quotation issued by SJI and already accepted by Buyer or in any Buyer’s Order already accepted by SJI if a substantial increase in freight rates and/or costs of manufacturing occurs.

## **7. PAYMENTS**

- 7.1. Unless otherwise agreed to in writing by the Parties, SJI shall be entitled to invoice Buyer for the price of the Products and/or Services upon acceptance of Buyer’s Order. Buyer shall pay the invoice prior to the Payment Date.
- 7.2. SJI reserves the right to request full or partial payments in advance for Products and/or Services and Buyer shall be provided with such Services or Products only after receipt by SJI of such advance payments.
- 7.3. Buyer shall pay all amounts due hereunder for Products and Services to the SJI bank account specified in the relevant invoice.
- 7.4. All payments shall be made by wire transfer in the currency specified in the invoice.



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- 7.5. After acceptance of an Order, and in any event prior to the supply of any Services or Products, SJI reserves the right to request that Buyer provides to SJI a Letter of Credit covering the value of the Order, by which SJI shall be entitled to recover the Order amount, in the event of Buyer's default.
- 7.6. Without prejudice to any other rights or remedies available to SJI at law or otherwise, if Buyer fails to make any payments within ten (10) Calendar Days after the Payment Date:
- a. SJI shall have the right to terminate or suspend all Services, work or deliveries of Products until such default is cured. Any additional costs and expenses of any nature incurred by SJI as a result thereof shall be borne by Buyer;
  - b. Buyer shall pay default interest on the overdue amount from and including the first day following the Payment Date until and excluding the date on which the payment is received by SJI, at a rate equal to the Default Rate, and such default interest shall be calculated on a daily basis;
  - c. Buyer shall reimburse any and all costs and expenses (including attorney fees) incurred by SJI in the collection of any overdue amount.
- 7.7. If Buyer fails to take Delivery of the Products on the Due Date, or if SJI is prevented or hindered from making available the Products on the Due Date as a result of Buyer's acts or omissions, Buyer shall pay as liquidated damages to SJI interest calculated by multiplying the price of the Product, by one percent (1%) per day, for each day of delay starting from the third (3<sup>rd</sup>) day after the Due Date. If the delay exceeds ten (10) days of the Due Date, SJI shall be entitled (without prejudice to any other rights or remedies which SJI may have at law or otherwise) to invoice Buyer for the full price of the Products, and payment shall be due by Buyer as if Delivery of the Products had been effected on the Due Date.
- 7.8. If Buyer fails to utilize the Services on the Due Date, or if SJI is prevented or hindered from performing any of its obligations in relation thereto as a result of Buyer's acts or omissions, SJI shall be entitled (without prejudice to any other rights or remedies which SJI may have at law or otherwise) to invoice Buyer for the price thereof, and payment shall be due by Buyer as if the Services had been utilized and/or completed by Buyer in accordance to the terms and conditions set forth in SJI Catalogues.

## **8. TITLE AND RISK**

- 8.1. Legal title to the Product shall pass to Buyer on Delivery, provided that the relevant invoice, and any other amounts due by Buyer to SJI, have been paid in full, as set forth below.
- 8.2. Any risk of loss or damage to the Products shall pass to Buyer on Delivery. The risk of loss or damage to Products shall always vest with the Party having physical possession of the Product pursuant to the terms and conditions of these GTC. For avoidance of doubt, SJI shall not be held liable in connection with any Products damaged or lost during shipment as per Clause 5.8.
- 8.3. In any event, it is understood that legal title to Products shall remain with SJI until SJI has received payment in full for the relevant Product, for any other Products supplied by SJI to Buyer, as well as for any other amounts due by Buyer to SJI for any reason whatsoever.



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- 8.4. Until legal title to the Product passes to Buyer in accordance with Clause 8.3 above, Buyer shall (unless otherwise authorized in writing by SJI):
- a. keep the Product stored correctly, separately, and readily identifiable as the property of SJI, separate from Buyer's property;
  - b. not attach the Product to real property of its own or of any third party, nor install the Product on any aircraft;
  - c. not incorporate the Product in or mix the Product with other products unless the Product remains at all times readily identifiable and severable without damage to the Product or the other products.

## **9. WARRANTY**

- 9.1. Subject to the terms and conditions set forth below, SJI warrants to Buyer that the Products manufactured by OEM and/or Manufacturer and sold by SJI to Buyer from SJI Catalogues shall be:

- a. free from defects in material;
- b. free from defects in workmanship.

If SJI has obtained in its capacity as buyer of Products an OEM warranty, then SJI shall transfer to Buyer the unexpired portion of the OEM warranty (OEM's Product Warranty Period).

If SJI has obtained in its capacity as buyer of Products a Manufacturer warranty, then SJI shall transfer to Buyer that portion of the Manufacturer warranty remaining (Manufacturer's Product Warranty Period).

Subject to Clauses 9.10 and 9.11 below, if, within the Manufacturer's Product Warranty Period, Buyer claims, in accordance with Clause 9.4 below, that the Manufacturer's Products received are defective, and provides written and physical evidence of such defect to the satisfaction of SJI, SJI shall, at its discretion, either repair or replace the defective Products or refund the relevant purchase price.

- 9.2. Subject to the terms and conditions set forth below, SJI warrants to Buyer that the Services provided by SJI to Buyer from SJI Catalogues shall be performed in accordance with international aviation practices.
- 9.3. Subject to Clause 9.10 below, if Buyer provides documented evidence to SJI's satisfaction, in accordance with Clause 9.4 below, that all or part of the Services have not been performed in accordance with those international aviation practices or with the express terms of the Order as a result of SJI's failure in the performance of the Services, SJI shall, at its sole discretion, either allow Buyer to use the pro-rata amount paid, in relation solely for the unperformed part of the Services, to purchase other SJI Products or Services (provided that the entire invoiced amount in relation to the Order including the unperformed Services shall have been paid by Buyer), or again provide the unperformed Services in accordance with the terms of the Order.
- 9.4. Buyer shall provide SJI written notice of any defects not later than the earlier of:
- a. thirty (30) Calendar Days from the date of discovery of any alleged defect in the Manufacturer's Products and/or the Services, or
  - b. the expiration of the applicable Manufacturer's Product Warranty period, and shall, upon SJI request, promptly return such allegedly defective Products, properly packed, to SJI's designated premises, at Buyer's risk and expense.

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- 9.5. In the event the failure in a Product with an OEM warranty occurred during the OEM's Product Warranty Period, Buyer shall be responsible for submitting warranty claims directly to the relevant OEM.
- 9.6. The Product Warranty is subject to the following conditions:
- a. the Products have been stored, maintained, installed, operated and used in accordance with the applicable engineering and aviation practices, and in accordance with any instructions and documentation issued by SJI, Manufacturer, OEM, and applicable international aviation practices; and
  - b. the Products have not been subject to any alteration or misuse, nor been involved in any accident.
- 9.7. SJI shall not be responsible for removal or reinstallation costs or any charges relating to dismantling or reassembling any of the Products, and any charges in connection therewith shall be borne exclusively by Buyer.
- 9.8. If any of the Products are proven to SJI's satisfaction to be defective within the Manufacturer's Product Warranty Period, SJI shall bear all reasonable costs of packaging, insurance and transport which may be incurred by Buyer in delivering said defective Products to SJI, and in returning the repaired or replaced Product to Buyer, provided that Buyer will not be reimbursed for costs incurred in connection with the use of its own transport.
- 9.9. Legal title to Products or any parts thereof which are returned to SJI by Buyer and which SJI subsequently replaces pursuant to the terms of this Product Warranty shall vest with SJI upon receipt by Buyer of the replacement Products or SJI parts.
- 9.10. Except to the extent expressly stated herein, SJI's obligations under this Product Warranty shall not extend to:
- a. any failure or defect directly or indirectly caused, wholly or in part, by any failure of Buyer to perform its obligations under these GTC, the Order and/or any other agreement between SJI and Buyer; and
  - b. any Products manufactured by third parties (other than SJI, Manufacturer and OEM), or any Services supplied by any third party (other than SJI, Manufacturer and OEM). If requested by Buyer, SJI shall use its reasonable endeavors to procure for the benefit of Buyer any applicable warranty or guarantee that may have been provided to SJI by any such third Party (other than SJI, Manufacturer and OEM), it being understood that SJI shall have no liability whatsoever in respect of any defect in such third party's (other than SJI, Manufacturer and OEM) supplied Products or Services; and
  - c. any defect arising from normal wear and tear, willful damage or abnormal working conditions; and
  - d. any defect in the Products or Services arising from any drawing, design or specification supplied by Buyer; and
  - e. any failure or default which occurred during the installation of the Products by Buyer.
- 9.11. A claim by Buyer in respect of any defect in the Products, or in the performance of the Services, or in respect of any delay in Delivery shall not entitle Buyer to cancel or terminate the relevant Order and/or agreement, reject the Delivery or suspend the payment for such Products.



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- 9.12. The provisions of this Clause 9 represent the entire liability of SJI, its officers, employees and agents with respect to any matter arising out of or in connection with the quality or condition of the Products or Services or any part thereof, and all other warranties, guarantees, terms, conditions, representations or liabilities (whether for direct, indirect or consequential loss or damage or otherwise) arising by law, contract or otherwise including but not limited to quality, description, standard of workmanship, condition, merchantability, fitness for purpose, hidden defects, course of performance, course of dealing, usage of trade or otherwise (whether express or implied by statute or common law) are hereby excluded to the fullest extent permissible at law.

## **10. DISCLAIMER AND INDEMNITY**

- 10.1. SJI shall be liable to Buyer only in accordance with the terms and conditions set forth in these GTC, and SJI shall not be otherwise liable to Buyer, whether in contract or in tort (including, but not limited to, as a consequence of its negligent conduct), or for breach of statutory obligations, whether arising directly or indirectly out of or in connection with any act, default or omission of SJI, and SJI shall not in any circumstances be liable for any losses, actions, claims, proceedings, judgments, damages, compensation, obligations, injuries, costs and expenses or other liabilities, whether direct or consequential. Any other remedy which would otherwise be available in law to Buyer is hereby excluded except to the extent that such exclusion is prohibited by law.
- 10.2. Buyer agrees to indemnify SJI in full, upon demand, against all losses, liabilities, actions, claims, proceedings, judgments, damages, compensation, obligations, injuries, costs and expenses (including legal costs and expenses) of whatever nature suffered by SJI to the extent that the same are caused by or in any way related to:
- a. any claim for personal injury, or death, or damage directly or indirectly occasioned by Buyer's default (including non-compliance with any statutory or other obligations concerning the Products or the Services), Buyer's failure to follow SJI's instructions (whether oral or written), or misuse or mal-operation of the Products and/or misutilization of the Services by or on the part of Buyer or any third party;
  - b. any claim for Products and Services infringement or violation of any third party patent, copyright or other intellectual property right;
  - c. incomplete, inaccurate or incorrect designs, drawings or specifications given to SJI by Buyer in respect of the Products or the Services;
  - d. defective materials or products supplied by Buyer to SJI and incorporated or used by SJI for the supply of Products or the performance of the Services;
  - e. the improper incorporation, assembly, use, processing, storage or handling of the Products by Buyer.

These indemnity undertakings shall remain in force and effect notwithstanding termination for whatever reason of these GTC, any Orders, or any other agreements between SJI and Buyer.

- 10.3. Whenever applicable, without a previous written authorization from SJI, SJI's personnel shall not participate in test flights or flight demonstrations. In case Buyer obtains such authorization, Buyer shall include SJI's personnel in the Buyer's insurance policy. This insurance policy shall be sent to SJI prior to the Due Date and shall be subject to its acceptance at its sole discretion.

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## **11. EXCUSABLE AND NON EXCUSABLE DELAY**

- 11.1. SJI shall not be responsible or liable for any losses (including loss of profit), costs, expenses or damages suffered or incurred by Buyer, nor be deemed to be in default of any of its obligations hereunder, if performance of the Services and/or the Delivery of Products is delayed, or if any other undertaking of SJI is delayed as a result of events beyond the control of SJI and not occasioned by its willful or reckless misconduct, including any of the following: acts of God or public enemy; war; civil war; warlike operations; terrorism; insurrections or riots; fires; floods; explosions; earthquakes; natural disasters or serious accidents; epidemic or quarantine restrictions; compliance with applicable law, regulations or orders; any act or omission of any third party, of Buyer or of any government; governmental priorities, allocation regulations or orders affecting material facilities or completed aircraft; delays in obtaining any certification or documentation; embargoes, sanctions or export restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; inability after due and timely diligence to procure materials, accessories, equipment or parts; general hindrance in transportation; failure of a subcontractor or vendor to furnish materials, accessories, equipment or parts due to the above mentioned causes; or failure of Buyer to perform its obligations under these GTC, SJI Catalogues or any other agreement between SJI and Buyer (each such delay hereinafter referred to as an "Excusable Delay").
- 11.2. If an Excusable Delay occurs and affects SJI's performance hereunder, and SJI believes that the performance is still executable, the time for performance of SJI's obligations shall be extended accordingly and SJI shall take reasonable steps to minimize the effect on Buyer for any such delay.
- 11.3. In the event that an Excusable Delay results in a delay of more than ninety (90) Calendar Days, then SJI shall be entitled to cancel all or part of the Order by providing written notice to Buyer, it being understood that SJI shall not be liable for any loss or damage caused to Buyer by SJI's failure to perform due to such Excusable Delay.

## **12. TERMINATION**

- 12.1. Buyer may immediately terminate any Order (in whole or in part) by providing a written notice to SJI only if one of the following events occurs:
- a. as a result of a Non-Excusable Delay, Delivery of Products or performance of Services is delayed for more than four (4) months beyond the Due Date; or
  - b. as a result of SJI's willful or reckless misconduct, SJI breaches or fails to comply with one or more of its material obligations under SJI Catalogues or these GTC, provided that (i) SJI's breach is not capable of remedy or (ii) SJI's breach or non-compliance is capable of remedy and SJI unreasonably fails to remedy such breach or non-compliance within sixty (60) Calendar Days after receipt of Buyer's written notice from Buyer requesting SJI to remedy such a breach or failure to comply.

Buyer's written termination notice must specifically cite one or both of the aforementioned events and must provide evidence of same.

- 12.2. SJI may immediately terminate any Order (in whole or in part) by providing written notice to Buyer, if one of the following events occurs:
- a. Buyer fails to pay SJI's invoices by the Payment Date;



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- b. as a result of Buyer's negligence, Buyer breaches or fails to comply with one or more of its material obligations set forth in SJI Catalogues or these GTC, and (i) Buyer's breach is not capable of remedy and/or such breach or non-compliance leads SJI to believe that Buyer shall not be able to correctly fulfil all of its future obligations hereunder, or (ii) Buyer's breach or non-compliance is capable of remedy and Buyer fails to remedy such breach or non-compliance within thirty (30) Calendar Days after receipt of a written notice from SJI requesting Buyer to remedy such breach or failure to comply.
- 12.3. Notwithstanding anything else contained herein to the contrary, either Party may terminate any Order or any other agreement, by providing the other Party with twenty (20) Calendar Days prior written notice of termination, upon the occurrence of one of the following events:
- a. if, as a result of an Excusable Delay, the performance of the Services or the Delivery of Products is delayed for a period of more than six (6) months after the Due Date;
  - b. the non-terminating Party makes a general assignment of all or substantially all of its assets for the benefit of creditors, becomes insolvent or admits in writing its inability to pay its debts as they become due, ceases to pay its debts as they become due, ceases doing business as a going concern or suspends all or substantially all of its business operations;
  - c. the non-terminating Party applies for the appointment of an administrator, receiver, custodian, liquidator or trustee; or an administrator, receiver, custodian, liquidator or a trustee is appointed for the non-terminating Party or for substantially all of its assets and, if appointed without the non-terminating Party's consent, such appointment is not discharged or stayed with ninety (90) Calendar Days thereafter; or;
  - d. proceedings or actions under any law relating to bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation or any similar proceeding for the relief of debtors are instituted by or against the non-terminating Party, and, if contested by such Party, are not dismissed or stayed within ninety (90) Calendar Days thereafter; or any writ of attachment or execution or any similar process is issued or levied against the non-terminating Party or any significant part of its property and is not released, stayed, bonded, or vacated within ninety (90) Calendar Days after its issue or levy.
- 12.4. Upon termination of an Order or any other agreement between SJI and Buyer pursuant to Clause 12.3 b), c) or d), any indebtedness of Buyer to SJI shall become immediately due and payable, and SJI shall be relieved of any further obligation to supply Products or Services to Buyer.
- 12.5. Notwithstanding any provision in these GTC, Buyer shall not have the right to offset any claims it might have against SJI, against any sums otherwise due from Buyer to SJI.

### **13. LICENCES**

- 13.1. It is the exclusive responsibility of Buyer to procure any license or consent required for the export of the Products and/or Services from the Delivery Location country. SJI shall, upon request and subject to specific acceptance by Buyer to bear any related costs, endeavor to assist Buyer in obtaining such license or consent for export, it being understood that SJI shall not be liable, for any reason whatsoever, in the event of non-issuance or non-renewal of any such license or consent.



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- 13.2. SJI shall be responsible for obtaining any license and/or consent for the export of Products from the country of origin of the Products to the Delivery Location country.
- 13.3. Buyer shall be responsible for complying with any legislation and/or regulations governing the importation of the Products into the destination country and for the payment of any duties thereon.

#### **14. INTELLECTUAL PROPERTY**

SJI's Intellectual property rights shall be and shall remain the sole property of SJI (or, where appropriate, of any of its suppliers or licensors). Buyer shall have no rights therein. SJI may, at its sole discretion, grant a license to Buyer to permit Buyer to use only in connection with the Products and/or Services purchased, any SJI intellectual property right, and in such circumstances, Buyer undertakes to use such SJI intellectual property right only for the purposes for which it was granted to Buyer. Buyer undertakes to bring immediately to SJI's attention any improper use of any SJI intellectual property right which comes to its attention, and shall safeguard SJI intellectual property rights and assist SJI, at its request, in taking steps to defend such intellectual property rights. Upon request by SJI to cease using any SJI intellectual property rights which Buyer is permitted to use under license, Buyer shall immediately cease to use such SJI intellectual property rights.

#### **15. WAIVERS**

- 15.1. No changes to these GTC shall be effective unless made in writing, any such change is expressly indicated therein, and such writing is signed by or on behalf of each of the Parties.
- 15.2. No failure or delay by SJI to exercise any right, power or remedy provided by law or under these GTC shall operate as a waiver of that right, power or remedy or some other right, power or remedy nor shall any partial exercise thereof preclude any further exercise of the same or of some other right, power or remedy. The rights and remedies provided under these GTC are cumulative and are not exclusive of any rights and remedies provided by law or otherwise.
- 15.3. Any waiver of any right, power or remedy under these GTC shall be in writing and may be given subject to such conditions as SJI may in its absolute discretion decide. Any such waiver (unless otherwise specified) shall only be a waiver in the particular instance and for the particular purpose for which it was given.

#### **16. LAW**

- 16.1. These GTC shall be governed by and construed in accordance with the laws of England, excluding its conflict of law provisions. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 16.2. All disputes arising out of or in connection with these GTC, their existence, validity, execution or termination shall be exclusively submitted to and finally resolved by the International Court of Arbitration of the International Chamber of Commerce ("ICC") and shall be finally settled under the Rules of ICC then in effect by one arbitrator appointed in accordance with the said Rules, which Rules are deemed to be incorporated by reference in this Clause 16.2. The seat of the arbitration shall be Milan, Italy. The language of the arbitration proceeding shall be in the English language.



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## **17. WAIVER OF IMMUNITY**

To the extent a Party may now or hereafter be entitled, in any jurisdiction in which proceedings may at any time commence with respect to these GTC or any associated Order, to claim for itself or any of its undertakings, properties, assets or revenues, present or future sovereign immunity from suit, jurisdiction of any court, attachment prior to judgment, attachment in aid of execution of a judgment, execution of a judgment, or any other legal process or remedy with respect to its obligations under these GTC, any Order or contract, and/or to the extent that in any such jurisdiction there may be attributed to such Party any such immunity (whether or not claimed), such Party hereby, to the fullest extent permitted by applicable law, irrevocably agrees not to claim, and hereby to the fullest extent permitted by applicable law waives, any such immunity.

## **18. SURVIVAL OF TERMS**

All remedies, indemnification and confidentiality provisions, intellectual property rights and obligations, as set forth respectively in Clause 20.3 and 14 of these GTC shall survive the termination, cancellation and/or expiration of any Order or any other agreement between the Parties.

## **19. ENTIRE AGREEMENT**

Each Party acknowledges that, in entering into these GTC, it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty except to the extent it is expressly set out in these GTC.

## **20. MISCELLANEOUS**

- 20.1. Buyer shall not be entitled to assign any of its rights, interest and/or obligations under any Order or contract with SJL to any third party without the prior written consent of SJL.
- 20.2. Nothing in these GTC or in any Order or agreement between the Parties shall create a partnership, or an agency relationship, or any other fiduciary relationship between the Parties.
- 20.3. Other than as provided below, any Confidential Information, the existence and contents of these GTC and any Orders, shall be kept strictly confidential and shall not be released in whole or in part to any third party except as may be required by law. Each Party agrees that it will disclose Confidential Information of the other Party, the existence and contents of these GTC or Orders only to (i) those of its employees who have a "need to know" such information to perform their obligations under this GTC or any relevant Order and (ii) its professional advisers appointed by such Party from time to time, as communicated in writing to the other Party. In particular, each Party agrees not to make any press release concerning the entire or any part of the contents and/or subject matter hereof, or of any future addendum hereto, without the prior written consent of the other Party.
- 20.4. Each of the provisions of these GTC is severable. If any such provision or undertaking or part thereof is or becomes illegal or is held to be illegal, invalid or unenforceable in any respect, such provision or undertaking or part shall to that extent be deemed not to form part of these GTC but the legality, validity and enforceability of the remaining provisions and undertakings shall not in any way be affected or impaired.



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20.5. A person who is not a Party to these GTC shall not have any rights under or in connection with these GTC.

## **21. NOTICES**

21.1. Any notice to be given under these GTC shall be in writing, in English and shall be sent by hand, by courier, fax or e-mail to:

*SJI Customer Services  
Commercial Services  
Via Alvise Ca' da Mosto 25  
30173 Tesserà (VE)  
Fax no: +39 041 3900 593  
e-mail address: [cs@superjetinternational.com](mailto:cs@superjetinternational.com)*

or to such other address or fax number as SJI may from time to time notify to Buyer, and in the case of Buyer, to the address detailed in the relevant Order or other agreement.

21.2. A notice sent as set out in Clause 21.1 shall be deemed to have been received:

- a. if sent by hand or by courier, at the time that its receipt is signed for, whether or not the person signing for such receipt has authority to do so;
- b. if sent by fax, at the time that a transmission report is generated by the sender's fax machine confirming that all the pages were successfully transmitted to the number set out above;
- c. if sent by e-mail, at the time the e-mail was sent provided no notification was received by the sender that the e-mail was undeliverable.

21.3. The provisions of this Clause 21 shall also apply to the service of any claim form, order, judgment or other document relating to or in connection with any proceeding, suit or action arising out of or in connection with these GTC.

21.4. Neither Clause 21.3 nor Clause 22 shall affect the right of either Party to serve process in any other manner permitted by English law.

## **22. PROCESS AGENT**

22.1. SJI and (where Buyer is a Party located outside England and Wales) Buyer, may at all times maintain an agent for service of process in England in relation to any matter arising out of or in connection with these GTC. Service of any claim form, judgment or other notice of legal process shall be sufficiently served on such Party if served upon such agent.

22.2. Any Party who has appointed a process agent pursuant to Clause 22.1 above shall inform the other Party in writing in the manner prescribed under Clause 21.1 above of any change in its process agent or the address of its process agent within seven (7) Calendar Days of such change. A Party shall appoint a new process agent if its original process agent ceases to have an address in England and shall give notice in writing to the other Party of such new process agent within seven (7) Calendar Days of its appointment.

**END**

## ATTACHMENT A

### Component Removal Form



<b>COMPONENT REMOVAL FORM</b>
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AIRCRAFT REGISTRATION:  AIRCRAFT SERIAL NUMBER:  AIRCRAFT AVIONIC SW:  A/C TOTAL FH:  A/C TOTAL CYC:	REASON OF REMOVAL: UNSCHEDULED REMOVAL <input type="checkbox"/> SCHEDULED REMOVAL <input type="checkbox"/>  PIREP/MAREP: ..... ..... ..... ..... ..... .....	REMOVAL DATE :  SCHEDULED REFERENCE : MRBR/MPD <input type="checkbox"/> AMM CH.4 <input type="checkbox"/> OTHER <input type="checkbox"/> "....." REQUIREMENT: RESTORATION <input type="checkbox"/> FUNCT. TEST <input type="checkbox"/> OVERHAUL <input type="checkbox"/> OTHER <input type="checkbox"/> "....."
COMPONENT: POS & CFI:		EXCH. ORDER Ref:
COMP. P/N:	TSN (F.Hours) (C. Days)	CSN
COMP. S/N	/	/
INSTALLED ON: APU <input type="checkbox"/> ENGINE <input type="checkbox"/> LH <input type="checkbox"/> RH	S/N:	/
COMPONENT SUBJECTED TO ANY ACCIDENTS/INCIDENTS <input type="checkbox"/> YES <input type="checkbox"/> NO		MANDATORY OCCUR. REF: <input type="checkbox"/> N/A
MANDATORY OCCURRENCE REPORT ISSUED <input type="checkbox"/> YES <input type="checkbox"/> NO		-----
TROUBLESHOOTING & CORRECTIVE ACTIONS: ..... ..... ..... ..... (report also SNs installed)		REFERENCE DOCUMENT FIM TASK: ..... AMM TASK: ..... WDM/SWPM: ..... ISR: ..... SCAC IL/SL ..... OTHER: .....
MAINTENANCE & WARNING MESSAGES CAS MSG LOCAL & CDS WARNING <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO "....." "....." CMS FAULT ID CODE: "....." CMS FAULT SOURCE: "....." <input type="checkbox"/> FAULT ACTIVE <input type="checkbox"/> INTERMITTENT <input type="checkbox"/> LATCHED <input type="checkbox"/> LEG REPORT <input type="checkbox"/> GND REPORT NOTE: REPORT WITH FAULT CODES TO BE PROVIDED.		I/BITE & ELECTRICAL POWER STATUS LMU CHANNEL (1+20) : _____ LMU CH. STATUS <input type="checkbox"/> OFF <input type="checkbox"/> ON <input type="checkbox"/> TRIPPED <input type="checkbox"/> FAILED LMU LED STATUS <input type="checkbox"/> BLUE <input type="checkbox"/> GREEN <input type="checkbox"/> RED <input type="checkbox"/> BLINK RACK/CONNECTOR & WIRINGS <input type="checkbox"/> OK <input type="checkbox"/> DAMAGED PWR CYCLING <input type="checkbox"/> SATISF <input type="checkbox"/> UNSATISF UNIT BITE TEST <input type="checkbox"/> YES <input type="checkbox"/> NO UNIT BITE TEST <input type="checkbox"/> PASS <input type="checkbox"/> FAIL
ADDITIONAL INFORMATION (e.g. record sensor's readout values, tolerance drift or test results that can be helpful to determine and focus the failure).  .....		

\*NOTE: APU /ENGINE FIELD TO BE FILLED ONLY IF REMOVED UNIT WAS FITTED ON THOSE

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