ORIENS MAINTENANCE SERVICES LTD ("ORIENS")

STANDARD CONDITIONS OF TRADING FOR THE SALE OF GOODS AND SERVICES ("CONDITIONS")

1. DEFINITIONS AND APPLICABILITY

1.1 In these Conditions (a) "Oriens" means Oriens Maintenance Services Limited; (b) "Customer" means the person or organisation buying or offering to buy Goods and/or Services; (c) "Goods" means an aircraft or, in relation thereto, any piece, part, component, accessory, module, furnishing or other equipment of any kind which is (or is intended to be) installed in or attached to it; (d) "Customer's Goods" means Goods supplied to Oriens by the Customer (including all accompanying log books/documents) for the purpose of receiving or being quoted for Services; (e) "Services" means work performed on Goods delivered to the Customer (comprising, without limitation, maintenance, overhaul, repair, servicing, testing, and inspection work), or the manufacture of Goods by Oriens, or expressions of opinion/giving of advice; and (f) "Work Order" means any written notice from Oriens to the Customer, whether sent by post, fax or electronically, accepting an order for Goods and/or Services.

1.2 These Conditions are deemed to be incorporated in every agreement for the sale of Goods and/or Services by Oriens to the Customer. These Conditions apply in place of and prevail over any terms or conditions contained or referred to in the Customer's order or in correspondence or elsewhere or implied by trade usage, custom, practice or course of dealing and any purported provision to the contrary is hereby excluded or extinguished.

1.3 No amendment or addition to these Conditions shall be binding on Oriens unless specifically agreed in writing by a director of Oriens.

1.4 Oriens reserves the right to revise these Conditions from time to time on giving to the Customer reasonable advance notice of the changes and a copy of the revised terms.

1.5 **The Customer's attention is particularly drawn to conditions 7, 8 and 9 which exclude or limit Oriens' liability.**

2. ACCEPTANCE AND PERFORMANCE OF ORDERS

2.1 Oriens' price lists, estimates and quotations constitute invitations to treat and not offers made by Oriens unless expressed to be fixed estimates or quotations remaining open for the period specified therein or 3 months, whichever is shorter. Oriens reserves the right to withdraw or revise the same without notice at any time prior to issuing a Work Order.

2.2 The Customer, by placing its order (which shall include reference to certification release requirements), makes an offer to purchase Goods and/or Services from Oriens subject to these Conditions.

2.3 No valid agreement for the sale of Goods and/or Services will come into existence until Oriens has accepted the Customer's order by issuing a Work Order. No obligation relating to such an agreement is binding on Oriens unless set out in these Conditions or a Work Order.

2.4 Any Customer's Goods required by Oriens to fulfil an order for Services shall be delivered to an agreed Oriens facility together with all relevant information, data and records (made up to date) relating to such goods. All delivery costs and risk of delivery will be borne by the Customer.

2.5 If, during the provision of Services, it becomes apparent that additional work not covered by a Work Order is necessary, Oriens will submit an estimate for such work. Acceptance in writing by the Customer of such estimate will constitute compliance with condition 2.3. If the Customer does not wish the additional work to be undertaken, Oriens may invoice in respect of the Services completed and reassembly and packing of Customer's Goods for delivery to the Customer.

3. PRICE AND PAYMENT

3.1 All prices referred to in a Work Order are net and subject, where applicable, to the addition (at the applicable rate) of VAT and any tax or duty payable by the Customer including, without limitation, taxes or import/export duties.

3.2 Any deposit required by Oriens will be treated as security for completion of the transaction to which it relates and may be retained by Oriens as liquidated damages if the Customer fails to pay the price due in full or fails to take delivery of the Goods otherwise than as a result of Oriens' default, and the Customer confirms that these liquidated damages are reasonable and proportionate to protect Oriens' legitimate interest in the Customer's performance of its obligations under any contract.

3.3 Oriens may invoice for Goods supplied and/or Services completed on delivery to the Customer of the Goods or Customer's Goods concerned or, in the case of part delivery, on each delivery as if it were a separate order or contract.

3.4 Oriens may invoice the Customer for stripping/inspection work carried out on the Customer's Goods to prepare an estimate for Services plus the cost of preserving the Customer's Goods while the Customer considers a quotation, in each instance regardless of whether the Customer subsequently places an order for Services.

3.5 Payment of Oriens' invoices shall be made in the currency stated therein without any deduction, withholding or set-off whatsoever within 30 (thirty) days of the date of invoice or as otherwise may be agreed in writing between the Customer and Oriens.

3.6 When parts or services are purchased by Oriens using a different currency to which they are then resold to the customer, Oriens reserves the right to set or adjust the exchange rate between currencies, to that set by the Bank of England.

3.7 If any payment becomes overdue Oriens may, without prejudice to its other rights, charge interest at 5.0% above the base rate of NatWest Bank plc to run from the due date for payment until Oriens receives the full amount, whether before or after judgment.

3.8 If the Customer disputes an invoice in good faith it shall provide Oriens with written details of the disputed element within 7 (seven) days of the date of the invoice and pay the undisputed part in accordance with condition 3.5. Failure to comply shall result in deemed acceptance by the Customer of an invoice.

3.9 Time shall be of the essence with respect to all obligations of the Customer with respect to any agreement to which these Conditions apply, including but not limited to those relating to payment.

4. DELIVERY

4.1 Any quoted delivery or completion date is only Oriens' best estimate and not a contractual commitment. Oriens fulfils its obligation to deliver when it makes the Goods and/or Customer's Goods available to the Customer or its carrier for collection at a specified Oriens facility and gives notice thereof to the Customer. Risk in the Goods/Customer's Goods shall pass to the Customer on delivery or, where Oriens has agreed to

deliver the Goods/Customer's Goods to another location in accordance with condition 4.2, upon despatch of such Goods/Customer's Goods.

4.2 At the Customer's request, Oriens will arrange transportation of the Goods/Customer's Goods to any place other than the place specified above and/or apply for any permits or approvals specified by the Customer, but the Customer will always be responsible for their issue or renewal. All such transportation will be at the Customer's cost and risk (including all import and export charges), save that where Oriens performs the transportation it will, at its option, credit the cost of the relevant Goods and/or Services or repair or replace the subject Goods in the event of loss or damage during transportation resulting solely from Oriens' Gross Negligence. For the purposes of these Conditions and any agreement to which they relate, "Gross Negligence" means any intentional or conscious action or decision or failure to act with reckless disregard for the consequences of such action or decision or failure to act.

4.3 Oriens may make a reasonable charge for storage and preservation of any Goods/Customer's Goods which the Customer fails to collect within 28 days of notice given pursuant to condition 4.1 or which Oriens retains pursuant to conditions 6 or 11.

4.4 Goods and/or Customer's Goods included in each delivery are deemed to be sold under a separate contract. Any non-delivery, shortage in delivery or any claim by the Customer in respect of any delivery shall not entitle the Customer to reject any balance of Goods or Services ordered.

5. PASSING OF TITLE

5.1 Title to Goods supplied (whether on their own or as part of the performance of Services and whether separate and identifiable or incorporated in or mixed with other goods) by Oriens to the Customer shall remain with Oriens until payment in full has been received by Oriens for those Goods, for any other Goods supplied by Oriens and of any other monies due from the Customer to Oriens on any account. Until title to the Goods passes to the Customer, the Customer shall hold such Goods as bailee and shall keep the Goods separately and readily identifiable as the property of Oriens, will not encumber the Goods in any way and the Customer will notify Oriens (at Oriens' request) of their whereabouts at any time and give Oriens, its employees and agents free access to them.

5.2 Any resale by the Customer of Goods in which title has not passed shall (as between Oriens and the Customer only) be made by the Customer as agent for Oriens.

5.3 The Customer shall immediately notify Oriens of the whereabouts of the Goods if Oriens notifies the Customer that the Customer is in breach of any of the terms of an agreement incorporating these Conditions or if Oriens considers, for any reasonable cause, that the Goods are in jeopardy, or on the happening of any of the events set out in condition 11.

5.4 Forthwith upon receipt of notice from Oriens pursuant to condition 5.3, the Customer's authority to possess the Goods shall automatically end (without any requirement for notice or any other act) and all Goods which are the property of Oriens shall be immediately delivered to Oriens.

5.5 As bailor of the Goods, Oriens, either acting itself or through an agent, shall be entitled to enter upon or into any land, buildings, vehicles or aircraft where the Goods or part of them are situated or are reasonably thought to be situated, and may take repossession of them at any time (provided that Oriens act lawfully at all times). If the Goods have been fitted to or fixed to an engine or aircraft, Oriens shall have the right to take possession of them and Oriens' title in the Goods shall not be affected by any stipulation or rule of law that the Goods have become part of an aircraft or equipment fitted thereto.

6. CUSTOMER'S GOODS

6.1 Delivery to Oriens of the Customer's Goods for the purpose of ordering an estimate for Services authorises Oriens to strip and inspect such Goods for the purpose of preparing an estimate. Risk in the Goods/Customer's Goods after delivery to Oriens will remain with Oriens until delivery to the Customer pursuant to condition 4.1 or in accordance with condition 4.2.

6.2 Oriens will comply, at the Customer's expense, with any instructions of the Customer accepted in a Work Order regarding the disposal of unserviceable Customer's Goods. In the absence of such instructions, and unless otherwise agreed, Oriens will not be liable in any manner whatsoever to return to the Customer or account for any of the Customer's Goods Oriens deems unserviceable.

6.3 Oriens is entitled to a general and particular lien on any of the Customer's Goods (including accompanying technical records) in Oriens' possession for all amounts due from the Customer to Oriens under any contract, even though such Customer's Goods may from time to time have been removed from Oriens' possession. Until proved otherwise Oriens is entitled to assume that such Customer's Goods are the absolute property of the Customer or, if not owned by the Customer, that it has authority to put them in Oriens' possession subject to these Conditions, and the Customer will indemnify Oriens against all losses, damages, cost and expenses of whatsoever nature arising by or as a consequence of such not being the case. Oriens may recover from the Customer all the costs and expenses of exercising such lien including (without limitation) storage charges.

6.4 If any amount due from the Customer to Oriens under any contract is outstanding Oriens, on giving not less than 28 days notice to the Customer, may sell to itself or a third party on such terms and at such price as it considers reasonable any of the Customer's Goods in its possession, save that the price will be the amount specified in an independent third party valuation (a copy of which will be sent to the Customer) where Oriens is the purchaser. On completion of the sale, Oriens shall apply the proceeds of sale in total or partial satisfaction of all amounts due plus all costs and expenses incurred in connection with the sale including (without limitation) storage, legal and other professional costs and charges. Any shortfall between amounts due to Oriens and the proceeds of a sale shall be paid, on demand, by the Customer to Oriens and any excess between the two will be returned to the Customer.

7. EXCHANGE OF GOODS

7.1 When the Customer's goods are exchanged for repaired/overhauled Goods, title to the goods that have been removed from the Customer's aircraft in the exchange will pass to Oriens, on removal.

7.2 The goods removed from the Customer's aircraft in the exchange will be repaired/overhauled, and the cost to do this may be added to the quoted exchange price, if the work required is deemed by Oriens to be in excess of the anticipated scope. Oriens will invoice the Customer in this case for the additional work which the Customer will pay in accordance with these Conditions.

7.3 Where goods are exchanged for the purpose of repair or rectification of a failure, defect or discrepancy, the goods removed from the aircraft will become the property of Oriens and there will be no legal title held by the customer over the removed goods. Unserviceable/removed goods will be controlled and disposed of appropriately by Oriens.

8. WARRANTIES

8.1 All Goods and Services are sold without any warranty whatsoever, save as specified in condition 8.2 and any specific contract entered into between Oriens and the Customer.

8.2 Oriens warrants that it will perform all Services with reasonable care and skill in accordance with all applicable laws, airworthiness regulations, overhaul manuals, manufacturer's technical instructions, mandatory service bulletins, plus any non-mandatory service bulletins and/or written instructions of the Customer accepted in a

Work Order, provided always that Oriens may make minor changes to Goods or Customer's Goods which do not affect price or safety.

8.3 Oriens, where possible or applicable, will attempt to claim warranty from the manufacturer or OEM, on behalf of the Customer. In the event that the warranty claim is denied or partially denied, the Customer will pay Oriens for all work or services that have not been reimbursed through the specific warranty submission. Oriens do not underwrite or subsidise any third party warranty policy, program or contract whatsoever.

9. LIMITATION OF DAMAGES

9.1 Nothing in these Conditions excludes or restricts any legal liability of Oriens for: (i) death or personal injury resulting from the negligence of Oriens (or its employees, agents or subcontractors); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms of Section 12 of the Sale of Goods Act 1979; (iv) defective products under the Consumer Protection Act 1987. Additionally, where the Customer is dealing as a consumer, his or her mandatory statutory rights are not affected by this condition 9.

9.2 Save as provided in condition 9.1, Oriens shall have no liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential damages or losses (including, without limitation, loss of profits, loss of revenue and increased costs, loss of goodwill, loss of contract, loss of business) resulting from defects in design, materials or workmanship or from any act or default of Oriens (whether negligent or otherwise).

9.3 Subject to condition 9.1, Oriens' aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the Goods and/or Services, as invoiced by Oriens to the Customer, which give rise to such liability in respect of any occurrence or series of occurrences.

9.4 Without limiting any of the foregoing provisions of this condition 9, In the event of Oriens conducting a pre-purchase inspection of an aircraft for the Customer, while Oriens will act with due care and skill, in no event shall Oriens be liable should the sale/purchase not proceed, whether due to any defect discovered by Oriens or otherwise, and in no event shall Oriens be required to repair any such defect unless it agrees to the same in a separate Work Order.

9.5 With the exception of the third parties specified in condition 10, a person who is not a party to an agreement incorporating these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (or successor legislation) (the "Act") to enforce any term of such agreement. This condition 9.5 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

10. INDEMNITY

The Customer will indemnify Oriens, its employees, agents, sub-contractors and associated companies against all damages, losses, costs, claims or expenses (including reasonable legal fees) in respect of death or personal injury to, or loss or damage to any property belonging to any person or persons, or any liability of such parties towards a third party arising out of or in connection with any Goods or Services supplied by Oriens or Customer's Goods sold by Oriens pursuant to conditions 6.3 and 6.4 unless arising solely by reason of the Gross Negligence or wilful misconduct of Oriens.

11. FORCE MAJEURE

11.1 Neither party shall have any liability to the other for any failure or delay in fulfilling its obligations to the extent that fulfilment thereof is impeded by any event beyond its reasonable control including (without limitation) a flood, storm or other natural event; or any war, hostilities, revolution, pandemic or other public health emergency, riot or civil disorder; or any destruction, breakdown (permanent or temporary) or malfunction of,

or damage to, or theft of, any premises, plant, equipment or materials (including any computer hardware or software or any records); or the introduction of, or any amendment to, a law or regulation, or any change in its interpretation by any authority; or any action taken by governmental or public authority or any agency of the European Union, including any failure to grant a consent, exemption or clearance; or any strike, lock-out or industrial action; or delays by suppliers (unless due to failure by Oriens to pay amounts when due to such supplier) or any unavailability of, or difficulty in obtaining plant, equipment, spare parts or materials; the unavailability to Oriens (on reasonable terms or at all) of any insurance of a type reasonably required by it, or any breach of contract or default by, or insolvency of, a third party (including an agent or sub-contractor).

11.2 If a party cannot fulfil its obligations by reason of any event covered by condition 11.1 for a period of 90 days, each party's obligations to the other will terminate on written notice of either party and Oriens shall be paid in proportion to the amount of completed Services and/or Goods delivered and, once paid, shall deliver any Customer's Goods in its possession to the Customer.

11.3 This condition 11 shall not apply to the Customer's payment obligations.

12. FINANCIAL CONDITION OF CUSTOMER

12.1 If the Customer is insolvent or is otherwise deemed to be unable to pay its debts when due or, in Oriens' reasonable opinion, Oriens considers that the Customer's financial condition is such that it is unable to meet its payment obligations to Oriens, all sums outstanding to Oriens shall become immediately due and payable and Oriens may elect to proceed with the completion of such Services or delivery of Goods or to treat any contract for such Services or Goods as terminated.

12.2 If a contract for Services or Goods is terminated pursuant to condition 12.1, the Customer shall pay Oriens in proportion to the quantity of Services (and other ordered work) completed at the time of termination together with the cost of all reassembly and packing work necessary to put the Customer's Goods (and other property) in a condition suitable for redelivery to the Customer. In each instance, Oriens may retain the Customer's Goods pending payment of all Oriens invoices in full.

13. GENERAL

13.1 All notices hereunder shall be in writing and in English and deemed to have been given on the date of delivery or refusal if delivered by hand, and 7 days after posting if sent by first class post (airmail, if posted to another country), in each instance to the last known address of the party concerned.

13.2 Neither party may assign any of its rights or duties without the prior consent of the other. Notwithstanding the foregoing, Oriens may sub-contract any of its obligations to any party in accordance with the provisions of any agreement between Oriens and the Customer and/or appoint an agent to carry out any obligations.

13.3 Any part of these Conditions found by any court or other competent authority to be unenforceable shall be considered capable of being cut out so as not in any way to affect the remainder.

13.4 No waiver by Oriens in respect of any breach by the Customer of any of these Conditions shall operate as a waiver in respect of any subsequent breach by the Customer of these Conditions.

13.5 These Conditions and any agreement between the Customer and Oriens to which these Conditions apply (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The English courts shall have exclusive jurisdiction to determine any dispute which arises in relation in connection with these Conditions save that Oriens shall retain the right to bring proceedings against the Customer in any other court which has jurisdiction.