

## 1. AREA OF APPLICATION

These General Terms and Conditions of Sale ("GTC") apply, unless specified otherwise in writing, to all Services (as defined below) related to the aircraft or equipment or parts thereof performed by AMAC Aerospace Turkey Havaaracı Bakım Onarım ve Modifikasyon Hizmetleri A.Ş. ("AMAC TR").

The Services include in particular and without limitation:

- a) scheduled and unscheduled line and heavy base maintenance activities on airframe and power plant;
- b) managing major inspections;
- c) repairs and modifications;
- d) executing original equipment manufacturer (**OEM**);
- e) airworthiness directives ("**AD**");
- f) customer bulletins ("**CB**");
- g) service bulletins ("**SB**");
- h) avionic repairs;
- i) installations;
- j) non-destructive testing („**NDT**") services on and offsite;
- k) design engineering;
- l) major modifications including supplemental type certificate ("**STC**") development special flight mission outfitting;
- m) full completion and interior refurbishing on all aircraft types
- n) engine and component overhaul and painting services on airframe and cabin interior;
- o) sale and installation of spare parts and components;
- p) management of upgrades, refurbishment and modifications.

Customer's submission of a work order or acceptance of an AMAC TR quote, offer or cost estimate or the like by any means, including by conduct, constitutes acceptance of these GTC.

These GTC form an integral part of any agreement about the Services (together designated as the "Agreement") with Customer. Each work order shall be deemed to be a separate, independent order under the present terms.

AMAC TR does not recognize any differing terms and conditions proposed by Customer unless AMAC TR explicitly consents to their applicability in writing. These GTC also apply if AMAC TR accepts a work order that refers to differing general terms and conditions or if AMAC TR has knowledge of differing general terms and conditions.

These GTC apply whether the Services are carried out by AMAC TR itself or delegated to subcontractors.

AMAC TR and Customer may each be referred to as a "Party" and together as the "Parties".

## 2. QUOTES, OFFERS, COST ESTIMATES, WORK ORDERS AND CONFIRMATION OF WORK ORDERS

Quotes, offers, cost estimates or the like are made without commitment. They are only binding if AMAC TR explicitly and in writing designates them to be binding.

With the submission of the work order or the acceptance of a quote, offer or cost estimate or the like Customer mandates AMAC TR to perform the Services indicated therein.

AMAC TR is not bound to perform any Services before confirming in writing the content of them.

## 3. AMAC TR'S OBLIGATIONS

In the interest of Customer, AMAC TR shall cooperate with Customer to schedule and optimize all maintenance requirements.

AMAC TR shall further:

- a) as a professional in the MRO industry, provide Customer with technical advice and service in connection with aircraft maintenance; and
- b) comply with relevant laws, rules and regulations and with appropriate AD, SB or retrofit instructions applicable to the maintenance of the aircraft; and
- c) maintain all licenses, permits, and permissions, public and private, necessary for AMAC TR to provide the Services; and
- d) guarantee that specialized, licensed and qualified personnel performs the Services; and
- e) carry out all works assigned by Customer in accordance with manufacturer's maintenance manuals; and
- f) in case the aircraft and its avionics are under warranty, identify repairs to be performed, and shall use commercially reasonable efforts to obtain repair service from the appropriate manufacturer(s) in accordance with the terms of the applicable warranty; and
- g) if required by the agreed scope of Services between the Parties, be responsible for the aircraft's technical administration and services; and
- h) if required by the agreed scope of Services between the Parties, ensure transmission of

applicable data to the manufacturers and maintain activity records.

#### 4. CUSTOMER'S OBLIGATIONS

Customer undertakes to:

- a) use the aircraft in accordance with the technical limitations as specified on the airworthiness certificate, with the legal prescriptions and regulations, and with the manufacturer's operating, flight and loading manuals; and
- b) respect the planning of scheduled inspections according to the aircraft manufacturer's maintenance manual ("AMM"); and
- c) ensure that the pilots retain current licenses and qualifications and that they regularly attend training courses in accordance with the regulations; and
- d) observe the schedules for the aircraft maintenance; and
- e) ensure that the aircraft is maintained under the maintenance program as provided and amended by the manufacturer and as approved by the Air Authority of the state of Aircraft Registration; and
- f) ensure that any maintenance of the aircraft not carried out by AMAC TR is performed by a service center duly approved by the manufacturer and that its equipment is repaired by duly authorized repair agents under EASA Part-145 or FAR 145, as applicable. AMAC TR shall receive all documents and information regarding such maintenance; and
- g) perform daily inspections of the aircraft; and
- h) keep the aircraft and Engines Log Books accurate and up-to-date and record all events occurring during the operation of the aircraft as well as all maintenance or modification works performed; and
- i) inform AMAC TR of any event, incident or damage incurred by the aircraft during its operation (collision with another vehicle, landing out of the runway, rough landing, etc.); and
- j) provide AMAC TR with the entire updated documentation pertaining to the aircraft and the Engines each time the aircraft stops to perform scheduled and/or unscheduled maintenance with AMAC TR including the following maintenance data and its revisions:
  - customer's Maintenance Manual Exposition ("MME");
  - approved maintenance Schedule;
  - major repair/modification data;
  - airframe, Engine and APU maintenance manuals;
  - airframe, Engine and APU maintenance Programs;
  - airframe, Engine and APU illustrated parts catalogue – IPC;
  - aircraft and outfitter wiring diagrams;
  - Structural repair manual;
  - aircraft Flight Manual - AFM (on board of aircraft);
  - customer Minimum Equipment List – MEL (on board of aircraft);
  - Airworthiness Directives ("AD") as issued by the country of manufacture of the aircraft, engines & Components, and/or the Air Authority;
  - Service Bulletins.
- k) provide and/or assist AMAC TR in obtaining the necessary travel permits (e.g. Visa, Permits etc.) in order to facilitate the technical support as required for the aircraft, if necessary; and
- l) pay the contractual down payments pursuant to the provisions of the commercial terms and/or Quotation; and
- m) timely respond to any of AMAC TR's technical questions to enable AMAC TR to comply with the terms and conditions contained in the work order; and
- n) perform payment of the Price following terms agreed herein and/or in the commercial Terms/Quotation, before departure of the aircraft.
- o) adhere to the AMAC Code of Conduct included in AMAC portal page (<http://www.amacaerospace.com/legal/>).

#### 5. PRICES AND TERMS OF PAYMENT

Prices of the Services are based on time spent and material used and detailed in the commercial terms and Quotation and expressed in United States Dollars ("USD") except as otherwise agreed. Related invoices shall be issued in USD or in any other currency as agreed by the Parties or in local currency and are exclusive of any taxes and VAT, if any, if not otherwise agreed in writing. Additional work not provided in the work order or the additional work request ("AWR") shall be charged separately on time and material basis, as agreed in the commercial terms/Quotation. If no such agreement exists, AMAC TR shall apply the

prices it currently charges for the type of work involved.

Prices indicated for Services in quotes, offers, cost estimates or the like are only to be understood as fixed prices if they are explicitly designated as such.

The fees and prices as described in the commercial terms may be adjusted by AMAC TR as of the end of each calendar year to take account of increases in the costs of manpower, overhead or other supplies (including increases resulting from a change of the exchange rate between the USD and the currency or currencies in which AMAC TR's costs are incurred). Any adjustment of fees and prices will be notified to Customer at least four (4) weeks before such new prices and fees become effective.

AMAC TR shall be entitled at any time to demand partial or full payment either in advance or at any time of the work order. If Customer fails to make the requested advance or partial or full payments, AMAC TR is entitled to withdraw from the agreement and demand compensation for non-performance. In case AMAC TR makes no use of its right, the terms of payment specified on the Quotation / acceptance form/ invoice shall apply (including pre-delivery payments planning and due dates for receipt of payment by AMAC TR) In any case payments shall be received by AMAC TR no later than fifteen (15) days from the date of issuance of the invoice. Customer shall not be entitled under any circumstances, in particular due to alleged or actual deficiencies, to withhold payment or part-payment for work performed by AMAC TR. In case of a delay in payment by Customer, AMAC TR shall, in addition to and without forfeiting its right to withdraw from the Agreement, be entitled to charge interest for late payment at the prevailing CHF three (3) months LIBOR rate, plus 4 %, such interest rate to be adjusted every 3 months.

Payments shall be made by wire transfer to a bank account indicated below without any deduction whatsoever:

Bank: Turkiye Garanti Bankasi A.Ş., Istanbul, Turkey  
TL Account: TR76 0006 2001 6740 0006 2996 69  
USD Account: TR81 0006 2001 6740 0009 0972 53  
EUR Account: TR11 0006 2001 6740 0009 0972 52  
CHF Account: TR65 0006 2001 6740 0009 0972 50  
SWIFT: TGBATRISXXX  
Beneficiary: AMAC Aerospace Turkey Havaaracı Bakım Onarım ve Modifikasyon Hizmetleri A.Ş.

If Customer in good faith disputes any items invoiced by AMAC TR, it shall immediately, but in any case before the invoice becomes due, indicate in writing which items it disputes and substantiate its reasons for disputing them. In any case, Customer shall pay the undisputed items of the invoice within the due date of the invoice.

## 6. SCOPE OF ORDER

Each work order shall be deemed to contain an authorization of AMAC TR, without any specific approval by Customer, to carry out or cause to be carried out all work necessary for testing the object to which the work order refers, with the exception of test flights. It is understood that any work order including execution of scheduled or unscheduled maintenance, testing and/or Modification work, implies performance by AMAC TR of all necessary tasks that will be deemed necessary by the responsible inspector of AMAC TR to maintain or restore an aircraft's airworthiness.

Any change to the work order required by Customer shall be subject to a change order including related impact (not limited to financial and deadline).

## 7. WORK DEADLINES AND CONSEQUENCES OF DELAY

Work and/or delivery deadlines are estimates and binding only if expressly designated as such by AMAC TR ("Binding Deadlines").

Observance of such Binding Deadlines shall be subject to Customer having previously met its contractual obligations as described in "Customer's obligations" above. In the absence of previous fulfillment of these obligations by Customer, AMAC TR may postpone the Binding Deadlines and is entitled to stay the Services.

Deadlines shall be postponed if compliance with a defined deadline (including Binding Deadlines) is not possible because of Force Majeure. In case of non-compliance with a Binding Deadline, Customer shall grant AMAC TR an appropriate extension of delay, and in case such extension is not met shall have the right to withdraw from the Agreement by written notice after paying full compensation for the work already performed by AMAC TR. Customer shall have a claim to damages only in case of deliberate acts or gross negligence by AMAC TR.

Customer shall have no right to decide and to hire a third party to take remedial actions or to complete the Services at the risk and expense of AMAC TR.

## 8. MEETINGS

If required by the agreed scope of Services and as deemed necessary by the Parties, the Parties shall meet in person or by telephone conference to evaluate the maintenance status of the aircraft as well as any future maintenance tasks to be performed. The agenda for such meeting shall be as follows:

- a) Any defects recorded since the last meeting and any action required (including cabin items); and
- b) Any deferred defects; and
- c) Any AD, SB or Modifications including parts and appliances issued since the last meeting; and
- d) Review of aircraft hours/cycles; and
- e) Review of maintenance planning; and
- f) Review of aircraft due list; and
- g) Review of audit discrepancies.

A review report per aircraft will be issued by Customer after such meeting and provided to AMAC TR in a timely manner.

## 9. EXCHANGE OF INFORMATION

If required by the agreed scope of Services, Customer will ensure that AMAC TR is capable to participate in all technical, quality, reliability, work scope planning and contract reviews and meetings affecting the airworthiness and safe operation of the aircraft. At defined intervals Customer will be invited to participate in a maintenance review meeting to discuss ways and means of ensuring the greater effectiveness of AMAC TR's performance and the co-operation with Customer in achieving safe operation. Customer and AMAC TR will assess all service information regarding the aircraft for applicability and Customer will advise AMAC TR when and how compliance should be achieved. AMAC TR will consult with Customer to jointly plan the incorporation of all service information and any subsequent repetitive action.

## 10. SCHEDULED MAINTENANCE

Maintenance planning will be carried out by Customer in collaboration with AMAC TR based on any maintenance tracking tool(s), Continuing Airworthiness Management Organization ("CAMO") instructions (if required) and due list. Hangar visits in accordance with the maintenance program will be jointly planned by Customer and AMAC TR. Based on the planning AMAC TR will ensure availability of the maintenance facility.

## 11. UNSCHEDULED MAINTENANCE

If required by the agreed scope of Services and in the event of a defect occurring at a location where it cannot be rectified by an EASA Part-145 approved maintenance organization and the aircraft cannot be flown to a place where such rectification can be accomplished, AMAC TR will use its best endeavors to provide prompt on-site support to accomplish the necessary repair.

## 12. MAINTENANCE PROGRAM

If required by the agreed scope of Services, the maintenance program as amended and approved by the air authority shall be provided to AMAC TR by Customer. AMAC TR may propose amendments to the maintenance program to Customer, as are deemed necessary for the continuing airworthiness and improved reliability of the aircraft. It shall be at Customer's discretion and responsibility to submit such proposal and/or amendments to the air authority for approval.

Any deviation to the maintenance schedule as outlined in the maintenance program will have to be approved by the air authority. Customer remains solely responsible for obtaining the necessary approval, and will not implement any approved variation or deviation without giving prior notice to AMAC TR. AMAC TR will support Customer with technical data for all variations or deviations from the maintenance schedule when outlined in the maintenance program and when submitted to the airworthiness authority's approval.

## 13. AIRWORTHINESS DIRECTIVES ("AD")

If required by the agreed scope of Services, AMAC TR will maintain an AD listing, detailing the following information and provide Customer with a report:

- a) AD Number (air authority number, EASA number and number of originating Authority);
- b) Description;
- c) Due date;
- d) Complied with date;
- e) Repetitive or one time; and
- h) Means of Compliance (i.e. Service Bulletin reference etc.).

The report shall be divided in to the following categories:

- a) Airframe;
- b) Engine/ APU; and
- i) Components.



The AD listing will be maintained by AMAC TR in accordance with the procedure defined in the aircraft's MME.

#### **14. SERVICE BULLETINS ("SB")**

If required by the agreed scope of Services, AMAC TR will obtain all service information relevant to the aircraft and equipment as published by the respective manufacturer. Customer will ensure that any service information it receives directly from manufacturers is transmitted promptly to AMAC TR.

AMAC TR will maintain a continuously updated record of the SB in the original Airframe, engine and APU maintenance records detailing the following information:

- a) SB Number;
- b) Description;
- c) Due Date;
- d) Complied with Date; and
- j) Repetitive or one time.

After embodiment of any SB, AMAC TR shall enter the compliance information into the SB listing of the appropriate airframe, engine or APU maintenance Log. AMAC TR will maintain the current list of Airframe Service Bulletins within any maintenance tracking tool(s), CAMO instructions (if required). Any SB with a specific or repetitive compliance date will be entered into the system and, therefore, displayed in the aircraft due list as applicable.

#### **15. OTHER MODIFICATION**

If required by the agreed scope of Services, modifications as requested by Customer shall be reviewed by AMAC TR. The engineering order detailing the modifications will be added to the agreed work order. All modifications will be submitted to air authority with a notice of modification before implementation, except when the modification is classified as a "minor modification" and can be approved by an organization holding a design organization approval ("DOA").

#### **16. MAINTENANCE RECORDING**

If required by the agreed scope of Services, all original maintenance records shall be held and maintained by AMAC TR on behalf of Customer. AMAC TR will retain a copy of all detailed maintenance reports and any associated data for two years from the date the aircraft or aircraft Component to which the work relates was released from the EASA PART 145

approved maintenance organization (EASA PART 145.55).

#### **17. FLIGHT HOURS / CYCLE CONTROL**

If required by the agreed scope of Services, Customer shall provide AMAC TR with a monthly status report detailing current airframe / engine and APU flight hours and cycles to allow AMAC TR to plan maintenance schedules and hangar availability.

#### **18. COMPONENT CONTROL / REMOVAL FORECAST**

If required by the agreed scope of Services, it is the responsibility of AMAC TR to notify Customer whenever a Component is changed of which Customer is unaware.

#### **19. LIFE LIMITED PARTS**

Customer's technical records are the basis for life-limited part control. Record of all Life-Limited Part will be maintained by Customer through any maintenance tracking tool(s), Continuing Airworthiness Management Organization ("CAMO") instructions (if required). Customer will provide and AMAC TR will keep a copy of the CAMP, if required by the agreed scope of Services.

#### **20. SUPPLY OF PARTS**

If required by the agreed scope of Services and subject to subcontracting agreements, it is the responsibility of AMAC TR to supply all parts components and materials required during the maintenance. In any event AMAC TR will ensure that parts components and materials are obtained and appropriately certified by approved sources acceptable to the air authority, as defined in EASA standards, and that all components meet the required and approved data/standard. No parts will be fitted to the aircraft without the existence of either (i) an EASA form one (or equivalent) or (ii) a FAA Form 8130-3 (when acceptable for EASA).

#### **21. CHECK FLIGHT / TECHNICAL FLIGHT**

Check flights and/or technical flights (e.g. for the purpose of modification approval, handling checks, following engines or major airframe component replacements etc.) may only be carried out if deemed necessary by Customer and AMAC TR and must only be carried out in accordance with the manufacturers documentation. Such flights will be carried out by flight crew nominated by Customer in accordance with Customer's MME.

**22. EXCHANGE AND LOANED PARTS****Exchange basis:**

In the event of a part failure and standard exchange, Customer shall, following receipt of the spare part, return the off-core Part to AMAC TR within 10 days. The costs of exchange shall be determined in advance by the manufacturer of the parts or by AMAC TR. The returned off-core repair price will be advised after shop inspection and AMAC TR shall invoice Customer with the related costs of exchange and cost of repair on time and material basis (if applicable). If for any reason whatsoever Customer returns a part provided by AMAC TR without having used it, such part shall only be accepted if it is serviceable upon arrival at AMAC TR. Customer shall in addition be charged with a restocking fee and recertification charge of 15% of the part's current list price. If a returned part is found to be defective, AMAC TR will charge Customer with the repair costs. If the part is not repairable, AMAC TR will charge Customer with the full sales price.

**Loan basis:**

For loaned parts, the provisions of the AMAC TR standard loan agreement shall be applicable even in cases in which no such agreement is specifically concluded. Loaned parts shall be returned serviceable in any event, by Customer. Otherwise, repair costs or costs related to the loaned part's replacement shall be borne by Customer.

**23. ACCEPTANCE BY CUSTOMER**

Upon completion of the Services, AMAC TR will give notice of completion to Customer.

Customer must inspect the condition of the delivered or completed work immediately and inform AMAC TR of any defects without delay.

Customer or its representative shall be deemed to have accepted the work upon taking redelivery of the aircraft. Redelivery shall occur at the place of work performance and shall be evidenced by a redelivery receipt to be signed by Customer or its representatives. AMAC TR shall be under no obligation to verify the authorization of the person signing the redelivery certificate.

Once the completed work has been expressly or tacitly approved by Customer and subject to clause 28 (warranty), AMAC TR is released from all liability apart from defects which could not have been discovered on acceptance and normal inspection or were deliberately concealed by AMAC TR.

Shipment of the object of order to Customer, including temporary storage of the same en route or

at destination, shall be entirely at risk and to account of Customer.

Customer shall be deemed to be in delay if it fails to take delivery of the object of the order within three days of being notified of the completion of the work against payment of invoice, if so requested by AMAC TR. Upon expiry of this delay, AMAC TR shall be entitled to invoice the customary storage charges. In addition, AMAC TR shall have the right to store the object of the order, at Customer's expense and risk, outside the hangar, workshops and tarmac areas under its control.

**24. DESTRUCTION OR DAMAGE OF AIRCRAFT OR PARTS**

If the aircraft or parts thereof get destroyed or damaged by accident prior to completion or delivery, Customer is nevertheless obliged to pay AMAC TR for the works performed until the date of the accident and to hold AMAC TR harmless from the costs occurred until such date.

**25. RIGHT OF LIEN**

In respect of all claims, whether due or not, resulting from contractual relations with Customer, AMAC TR shall have, in addition to its legal right of retention, a contractual right of lien to any object in its possession provided to AMAC TR by Customer, independently of Customer's proprietary rights ("Right of Lien").

Such Right of Lien shall include any interest in such object that may be granted by Customer under any law, such as, but not limited to, New York law mortgages and any other national or international interest pursuant to the 2001 Convention on International Interests in Mobile Equipment (Cape Town Convention).

Customer herewith consents to and approves any measure that AMAC TR reasonably takes in order to create, perfect, uphold or secure such Right of Lien. Customer shall perform any action required to create, perfect, uphold or secure such Right of Lien.

Customer shall be held responsible for the right to grant such Right of Lien. Customer represents and warrants that it has not granted any Right of Lien to any third party.

Customer will not (and will not attempt to) enter into any transaction to sell, lease, licence, transfer or otherwise dispose of such object.

Customer will not (and will not attempt to) enter into any transaction to create, incur, assume or permit or

cause to exist any Right of Lien or any other security over such object in favour of any third party.

AMAC TR shall be entitled to enforce such Right of Lien for the purpose of securing any of its claims against Customer, including claims resulting from prior business relations with Customer.

The contractual Right of Lien shall, in particular, entitle AMAC TR to sell any object in its possession on the open market no earlier than one week after advising Customer of its intent to do so, if by that time the respective claims have not been settled. To effect such sale, AMAC TR shall not be required to obtain an enforceable writ or to comply with the regulations governing forced sales. AMAC TR shall be entitled to remove any parts (including, for the avoidance of doubt, the engines) from any aircraft provided to AMAC TR by Customer and retain them at AMAC TR's premises in Turkey.

## 26. TITLE TO PARTS

Without affecting AMAC TRs' other rights under the Agreement, title to all parts and components supplied by AMAC TR or any of its Subcontractors shall only pass to Customer when Customer has paid all amounts owed or that may become owing to AMAC TR. If the parts and/or components have been installed but not paid for, AMAC TR may remove any of them and the cost of doing so will be added to the amount due to AMAC TR from Customer.

## 27. INSURANCE

At all times during the term of the Agreement, Customer will contract for an insurance policy ("**Customer's Policy**") for the coverage outlined in subsections (a) and (b) below. Furthermore, Customer's Policy will be issued by an insurance company reasonably acceptable to AMAC TR.

a) Customer will carry and maintain all-risk aircraft hull insurance in an amount not less than the replacement value of the aircraft. In all cases and under all circumstances, Customer agrees that the proceeds of such insurance to which Customer is entitled shall be deemed to be accepted as Customer's sole recourse against AMAC TR for any loss or damage to Customer or to the aircraft. In addition, Customer will carry comprehensive aircraft liability insurance, including coverage for bodily injury and property damage, premises liability, and contractual liability in an amount not less than a combined single limit of

US\$150,000,000 for any one occurrence and/or in the aggregate as applicable.

b) Customer will include AMAC TR and their officers, shareholders, directors, employees, affiliates and subsidiaries as additional insureds with respect to all coverage required by the Agreement.

Customer's Policy will stipulate that:

- a) The insurer provides AMAC TR with at least 60 days' prior notification in the event of cancellation, failure to renew, or material change in coverage of the policy;
- b) All coverage will be considered primary coverage and not contributory with respect to any other policies in force;
- c) There is included a severability of interest clause which provides that the insurance, except for the limit of liability, will operate to give each insured the same protection as if there were a separate policy issued to each insured.

Customer will (i) provide AMAC TR with certificates of insurance as reasonably requested and specified by AMAC TR immediately prior to the policy effective date, (ii) use best efforts to provide AMAC TR with a copy of Customer's Policy as promptly as possible, (iii) endorse Customer's Policy so that AMAC TR and their officers, shareholders, directors, employees, affiliates and subsidiaries are listed as additional insured on all of Customer's liability coverage, (iv) waive all rights of subrogation against AMAC TR, (v) provide a signed copy of the Agreement to its insurer as soon as possible after execution of the Agreement, and (vi) include an invalidation (breach of warranty) provision to the effect that coverage for Customer and/or AMAC TR will not be voided by any act or neglect of the other party.

At all times during the term of the Agreement, AMAC TR, at its own cost and expense, will maintain the following types of insurance:

- a) AMAC TR will carry and maintain liability insurance coverage, including coverage for products liability and completed operations, and contractual liability limits of not less than a combined single limit of US\$300,000,000 any one occurrence and/or in the aggregate as applicable.
- b) AMAC TR will provide Customer with certificates of insurance for all coverage above and will name Customer an additional insured with respect to the Agreement. The certificate

will include a waiver of subrogation and a 30-day notice of cancellation.

## **28. WARRANTY**

AMAC TR warrants the proper execution of work paid for and the proper condition of installed parts according to the state of technology at the time the aircraft is redelivered.

If Customer can show that, at the time the aircraft is redelivered, the work executed by AMAC TR was faulty or the parts installed by AMAC TR were defective (each a "Breach of Warranty"), Customer shall be entitled to the remedies provided in this clause.

In case of a Breach of Warranty, AMAC TR shall, in its sole discretion, either repair or replace the faulty work or defective parts up to a maximum amount not exceeding the total sum of the relevant invoice. In any event, only new parts showing faults in material or manufacturing deficiencies shall be replaced. AMAC TR's warranty does not extend to used parts or parts delivered by Customer or temporary repairs installed or performed at request of Customer. Shipping expenses for parts covered by the warranty shall be borne by Customer.

Warranty claims must be made in writing at the time of acceptance or, in case of deficiencies not immediately discoverable, immediately upon discovery, but in any event within one (1) year or 300 flight-hours (whichever occurs first) from the date of the redelivery of the aircraft by AMAC TR ("Warranty Period"). Any claims not made by Customer within the Warranty Period will be excluded and forfeited.

In case of work performed by third parties or installation of parts procured from third parties, AMAC TR's warranty shall be limited to the extent to which AMAC TR is entitled to claim from the respective third party and can successfully enforce such claims. In the case of spare parts or loaned parts, only the respective third party's warranty applies.

No warranty claims shall be admissible if Customer itself carries out, or causes third parties to carry out, work to repair deficiencies without obtaining prior approval in writing from AMAC TR.

As long as Customer is in default of payment, no warranty claims whatsoever shall be considered.

The remedies provided in this clause shall be the sole remedies available to Customer in case of Breach of Warranty or any other defect or breach of warranty. Any remedy under statutory law, including, without

limitation, rescission, refusal of acceptance and reduction, shall therefore be excluded.

## **29. LIABILITIES AND INDEMNITIES**

Customer shall be liable to AMAC TR for any damage caused by it or its representative(s).

Any liability on the part of AMAC TR for direct, indirect or consequential damages (particularly in case of malfunction or damage to the object of the order of theft during the time in which the object is in the custody of AMAC TR) shall be precluded unless AMAC TR is liable for gross negligence or willful misconduct and limited to the sum of net Price of the Services.

AMAC TR recommends to Customer to remove all valuable goods from the aircraft, as they will remain the full responsibility of Customer during the working party in AMAC TR facilities.

The Parties agree that the liability of AMAC TR and its officers, directors, partners, employees, shareholders and affiliates for any claim, damage, loss or expense including attorneys' fees ("Losses") caused by works or services performed by AMAC TR is excluded except in case of gross negligence or wilful misconduct of AMAC TR.

Customer agrees to indemnify and hold AMAC TR and their officers, directors, partners, employees, shareholders and affiliates ("Indemnities") harmless from and against any Losses arising out of, because of, or in connection with works or services performed by AMAC TR.

AMAC TR shall not be liable for any damage to the aircraft to the extent that Customer has insured the full value of the aircraft for less than its market value nor shall AMAC TR be liable for any consequential damage to the aircraft in any event.

Each Party acknowledges and agrees that (i) the proceeds of insurance to which it is entitled and (ii) its right to direct damages arising in contract subject to the liability limitation under the Agreement are the sole remedies for any damages, loss or expense arising out of the Agreement or the services arising hereunder. Except as expressly provided in this clause, each Party waives any right to recover any losses arising out of the Agreement or the services provided hereunder. In no event shall either Party be liable or have any duty for indemnification or contribution to the other Party for any claim or damages whether indirect, special, incidental, consequential or punitive or for any loss of use,



revenue, profit, business opportunities or depreciation of value of the aircraft or insurance deductible even if the Party had been advised or knew or should have known of the possibility of such damages.

The Parties' liability according to this clause shall continue after the termination or expiration of the Agreement.

### 30. FORCE MAJEURE

Save for any payment default by Customer, no delay or failure to perform by either Party shall be a default under the Agreement or give rise to any claim for any losses including anticipated profits if caused by Force Majeure.

Without affecting any other term of the Agreement and of these GTC, if either Party cannot perform any part of its obligations due to Force Majeure, it shall not be liable for such failure and time for work/service completion shall be extended according to AMAC TR industrial constraints. The Party claiming Force Majeure shall notify the other Party if any Force Majeure event is occurring or is likely to occur and shall use best efforts to minimize the effects of any delay caused and continue with the work as soon as possible. For the avoidance of doubt, if AMAC cannot perform any part of its obligations due to an event of Force Majeure claimed by any of AMAC's suppliers, then AMAC shall be entitled to claim Force Majeure towards Customer.

### 31. TAXES AND DUTIES

#### Taxes in General

Customer shall bear all taxes which may be levied in connection with the Agreement including (i) any payments of any invoices issued by AMAC TR, and (ii) aircraft parking at AMAC TR subject to Turkish customs regulations and restrictions, but not income tax or such like levied against AMAC TR on its income, profits or gains by any relevant Turkish taxing authority as a result of the Agreement.

#### Withholdings

Customer cannot deduct any amount from any of its payments under the Agreement for or on account of any Taxes unless Customer legally is required to do so. If Customer is so required, Customer shall deduct the minimum amount necessary to comply with the respective law and pay AMAC TR an extra amount so that AMAC TR receives the same amount on the relevant payment date that it would have received if the deduction had not been made. Customer shall further pay the tax to the relevant taxing authority

according to the laws and obtain a receipt and provide AMAC TR with a copy thereof.

### 32. INTELLECTUAL PROPERTY

Title to and all intellectual property rights (including copyrights, trademarks, patents, registered design rights or design rights) in all documents or data (including plans, drawings, patterns or designs) supplied by Customer to AMAC TR for or under the Agreement, shall remain with Customer or any third party which is entitled to such intellectual property right. Customer shall indemnify the indemnities against any losses suffered by the indemnities arising from any infringement of any such intellectual property rights caused by the performance of any services provided or work done under the Agreement.

Title to and all intellectual property rights (including copyrights, trademarks, patents, registered design rights or design rights) in all documents or data (including plans, drawings, patterns or designs) supplied by AMAC TR to Customer for or under the Agreement, shall remain with AMAC TR or any third party which is entitled to such intellectual property right. AMAC TR shall indemnify Customer against any losses suffered by Customer arising from any infringement of any such intellectual property rights caused by the performance of any services provided or work done under the Agreement.

### 33. END USER STATEMENT

Customer covenants that products supplied by AMAC TR will not be used for military purposes nor in any nuclear or missile proliferation activity, in the design of chemical or biological weapons nor resold or exported to any entity involved in such activity.

Customer further covenants that products supplied by AMAC TR that are subject to export restrictions will not be diverted to any end-use or location other than as described and agreed in writing in the acceptance of customer purchase order.

### 34. MISCELLANEOUS

#### Complete Agreement

The Agreement represents the entire understanding between the Parties and expressly replaces, supersedes and cancels any prior oral or written agreements, understandings or communications on this subject.

**Assignment**

Neither Customer nor AMAC TR may assign any rights, duties or obligations of the Agreement, in whole or in part, without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign the Agreement to a wholly owned affiliate or successor company without the prior consent of the other party. However, AMAC TR is entitled to subcontract all or parts of the maintenance services to third parties without prior consent of Customer and without being obliged to notify Customer.

**Severability**

If a provision of the Agreement is or becomes partially or entirely illegal, invalid, or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other provision of the Agreement, or the legality, validity or enforceability in any other jurisdiction of that or any other provision of the Agreement. The entirely or partially illegal, invalid, or unenforceable provision will be replaced by a provision which complies with the Agreement in meaning and intent. Any illegality, invalidity or unenforceability of one or several provisions of the Agreement shall not affect the legality, validity and enforceability of the remaining provisions.

**Waivers / Remedies**

The waiver by either Party of one breach or default under the Agreement shall not constitute the waiver of any subsequent breach or default, and shall not act to amend or negate the right of the Parties under the Agreement.

**Confidentiality**

All information whether technical, proprietary and/or of any other nature whatsoever, supplied or to be supplied by a Party hereto (the "Disclosing Party") to the other Party hereto (the "Recipient"), in anticipation of or pursuant to the Agreement and any copies thereof, shall remain the property of the Disclosing Party and shall be treated as confidential by the Recipient. The Recipient shall protect and preserve all information obtained from the Disclosing Party hereunder in the same manner and with the same degree of care and control as the recipient exercises for its own information of a similar nature, shall ensure that such information is used solely for the purpose of the Services as identified above, shall disclose all information only to those employees or third parties having a need to know and shall not disclose the information or any part of it to any other

person, firm, company or corporation without prior authorization in writing by the Disclosing Party.

**Counterparts**

The Agreement may be executed in counterparts each of which will constitute one and the same document.

**Set-off**

Customer shall not be entitled to set off any of its claims against any of AMAC TR's claims.

**Notices and Process Agent**

Any notices given under the Agreement by any of the Parties hereto shall be in writing (by mail or courier, email or fax) and shall be sent to the addresses of the parties as specified in the Agreement. Any change of such address shall be communicated to the other Party. If Customer is not domiciled in Turkey, Customer shall during the Term nominate a process agent in Turkey for the purpose of receiving on behalf of Customer any notices under the Agreement and in connection with any proceedings in Turkish courts arising out of or in connection with the Agreement. Any such notices to the process agent shall be deemed due and punctual notice and in case of cease of any process agent and until a new process agent is nominated and notified to AMAC TR, notice to the ceased process agent shall be deemed due notice to Customer.

**E-mails**

The information included in any e-mail issued by AMAC TR and any attachment(s) are intended for the sole use of the individual or entity to whom they are addressed. The e-mail may also be privileged and confidential and if the recipient is not the intended one, the recipient has no grounds for action and as a result of receiving it, included but not limited to copying it, distributing and changing it. If the communication has been sent as a mistake, the recipient shall contact AMAC TR and do not, at any time, show an email to any other party.

AMAC TR shall have no liability in any regard of the content of the communication and makes no claim to its accuracy. Any points of view or opinions presented are those solely of the author.

Although AMAC TR has taken steps to ensure that its e-mail and its attachments are free from viruses, AMAC TR cannot accept any responsibility for any loss or damage arising from the use of this e-mail and/or attachment(s).

AMAC TR may collect, use and/or disclose information provided in any replies to an e-mail (including any personal data) for purposes of or in

connection with the Services, related service, or subject matter of the e-mail, for which such information is provided, or if otherwise required or permitted by law.

**Applicable Law/Place of Jurisdiction**

Turkish law shall apply to all relationships between the Parties. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 is expressly excluded.

Exclusive place of jurisdiction for all disputes is İstanbul Çağlayan Courts, Turkey.