

General Terms and Conditions of Purchase

Aviarena Trading

1. Definitions

In these Terms and Conditions, unless the context requires otherwise, the following terms - when written with a capital - will have the meaning as stated below:

Aviarena: the limited liability company Aviarena Trading BV, duly incorporated and validly existing under the laws of the Netherlands, having its registered office and principal place of business in (2461TR) Ter Aar at Smidskade 11, the Netherlands, registered in the trade register of the Dutch Chamber of Commerce under number 61935034.

CMM: the most recently revised component maintenance manual issues by the OEM.

Clause: a clause of the Terms and Conditions.

Component: an aircraft part or a subpart, also defined as serialized LRU, which has its own CMM and for which there is a repair scheme available by the component manufacturer of the relevant aircraft part or subpart, purchased by Aviarena from Seller.

Contract the written or verbal agreement regarding the purchase of a Component/Tool, the repair or overhaul of a Part or the repair, overhaul or calibration of an Instrument, arising when any offer or quotation made by Seller is accepted by Aviarena, or when the Aviarena's order is accepted by Seller.

Delivery Date the date specified in the Contract or, if none is specified, within seven (7) days of the date of the Contract.

Delivery Location: global headquarters of Aviarena, in (2461TR) Ter Aar at Smidskade 11, the Netherlands or other such other address as may be notified to Supplier by Aviarena from time to time.

DER: Designated Engineering Representative as defined by the FAA

DOA: Design Organization Approval as defined by EASA.

EASA: European Aviation Safety Agency

EASA Form 1: the certificate of airworthiness for a Repaired or Overhauled Component or process as defined by EASA

FAA: Federal Aviation Administration of the United States

Good: a Component, Part, Tool and/or Instrument.

Instrument: a tool for the purpose of placing, adjusting, adapting, adjusting and/or removing of a Component or Part, repaired, overhauled or calibrated by Seller by order of Aviarena.

Life Limited Component: a Component with a scheduled end of life.

LRU: Line Replacement Unit and is a Component that can be promptly removed and replaced at an operating location during line maintenance.

OEM: the original equipment manufacturer.

Overhauled: the restoration of a Component in accordance with the instructions defined in the CMM supplied by the OEM by EASA or FAA 145 organization and are sold with attached EASA Form One and/or FAA Form 8130-3 certificate stating Overhauled.

Part: an aircraft part or a subpart of Aviarena, also defined

as serialized LRU, which has its own CMM and for which there is a repair scheme available by the component manufacturer of the relevant aircraft part or subpart, repaired by Seller by order of Aviarena.

Parties: Aviarena and Supplier.

"PMA" or "Parts Manufacturer Approval": the combined design and production approval for the production and sale of modification and replacement articles (parts) pursuant to FAA Orders 8110.42 and 8120.22.

Purchase: the purchase of a Component or Tool.

Repair: the repair or overhaul of a Part or the repair, overhaul or calibration of an Instrument

Repaired: the restoration of a defective or shelf-time expired Component to a serviceable condition in accordance with the CMM.

Serviceable: the condition of a Component which has been repaired and has a current and valid EASA Form One and/or FAA Form 8130-3 certificate issued by an approved organization.

Supplier means the person or firm from whom Aviarena purchases the (services regarding the) Goods.

Terms and Conditions: this underlying terms and conditions of purchase of Aviarena.

Tool: a tool for the purpose of placing, adjusting, adapting, adjusting and/or removing of a Component or Part, sold by Seller to Aviarena.

Parties: Aviarena and Seller.

Workshop: the Supplier who repairs Goods on behalf of Aviarena.

2. In general

2.1 The Terms and Conditions apply to every offer made, or quotation issued, by Seller to Aviarena and every Contract between Aviarena and Seller to which the Terms and Conditions has declared applicable, insofar as the Parties have not expressly agreed otherwise in writing.

2.2 All exclusions of liability, defenses, indemnifications, conditions and rights of any nature stipulated by Aviarena for itself in the Terms and Conditions also apply to all persons who are or were employed by Aviarena at the time of the pre-contractual phase and/or execution of the Contract, or all persons engaged by Aviarena pre-contractual phase and in the execution of any Contract, or all persons for whom Aviarena's actions or omissions could be legally liable ("clause for third parties").

2.3 The applicability of any terms and conditions (of sale) of the Seller, or which terms and conditions are implied by trade, custom, practice or course of dealing, is expressly rejected.

2.4 If one or more provisions of the Terms and Conditions at any time, in whole or in part are null and void or should be terminated, the rest of the Terms and Conditions will

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remain applicable in full. Parties will then enter into consultation in order to agree on new provisions to replace the void or annulled provisions, taking into account as much as possible the purpose and purport of the original provisions.

- 2.5 If there is uncertainty about the interpretation of one or more provisions of the Terms and Conditions, then the explanation must take place in the spirit and essence of the Terms and Conditions.
- 2.6 If a situation arises between Parties that is not regulated in the Terms and Conditions, then this situation must be assessed in accordance with the spirit and essence of the Terms and Conditions.
- 2.7 If Aviarena does not always require strict compliance with the Terms and Conditions, this does not mean that its provisions do not apply, or that Aviarena to any extent would lose the right to strict compliance with the provisions of the Terms and Conditions.
- 2.8 If any provision of the Contract conflicts with a provision in the Terms and Conditions, the provision of the Contract prevails.

3. Price and payment

- 3.1 The price of the Purchase or Repair shall be the price set out in the Contract, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.
- 3.2 The price of the Components/Tools and Repair:
 - a) excludes amounts in respect of value added tax (VAT), which if applicable Aviarena shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - b) includes the costs of packaging, insurance and carriage of the Goods.
- 3.3 No extra charges shall be effective unless agreed in writing by Aviarena.
- 3.4 The Supplier may invoice Aviarena for the price of the Component/Tool plus VAT at the prevailing rate (if applicable) on or at any time after the completion of the delivery of the Goods at the Delivery Location. The Supplier shall ensure that the invoice includes the date of the Contract, the invoice number, Aviarena's order number, the Supplier's VAT registration number and any supporting documents that Aviarena may reasonably require.
- 3.5 Aviarena shall pay correctly rendered invoices within thirty (30) days of receipt of the invoice by Seller. Payment shall be made to the bank account nominated in writing by the Supplier.

- 3.6 Aviarena may at any time, without limiting any of its other rights or remedies, set off any amount due to the Supplier against any amount due by Supplier to Aviarena.

4. Packaging and delivery of Part/Instrument to Supplier

- 4.1 Delivery of a Part/Instrument by Aviarena to Supplier takes place Ex Works at the Delivery Location. Aviarena shall notify the Supplier (either written or oral) that the Goods are ready for collection from the Delivery Location on the date specified.
- 4.2 A Part will be packed by Aviarena for delivery in compliance with ATA-300 specification (or any amendment thereto from time to time).
- 4.3 If Parties agree that Aviarena shall arrange or undertake the insurance and (part of the) transport of the Part/Instrument after the point of delivery at the Delivery Location, such costs shall be for Supplier's account and shall not affect Clause 4.1 as to the passing of risk.

5. Packaging and delivery of Goods to Aviarena

- 5.1 A Component/Part will be packed by Supplier for delivery in compliance with ATA-300 specification (or any amendment thereto from time to time).
- 5.2 Attached to the packaging of the Component/Part will be the airworthiness certificate of the Component/Part.
- 5.3 Attached to the packaging of a calibrated Tool/Instrument will be a calibration certificate.
- 5.4 Supplier ensures that each delivery of Goods is accompanied by a delivery note which shows the date of the Contract, the Contract number (if any), the type and quantity of the Goods (including the part numbers and serial numbers of the Goods), and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 5.5 Delivery of the Goods by Supplier to Aviarena takes place DDP on the Delivery Date at the Delivery Location during Aviarena's normal business hours, or as instructed by Aviarena. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location. Supplier shall notify Aviarena in writing when the Goods shall be ready for collection from the Delivery Location.
- 5.6 The Supplier shall not deliver the Goods in instalments without Aviarena's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an

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instalment shall entitle Aviarena to the remedies set out in Clause 7.

5.7 If the Supplier is negligent in providing information or instructions necessary for the delivery, Aviarena is entitled not to take delivery of the Goods.

5.8 If Parties agree that Aviarena shall arrange or undertake the insurance and (a part of the) transport of the Goods before the point of delivery at the Delivery Location, such costs shall be for the Supplier's account and shall not affect the provision of Clause 4.4 as to the passing of risk.

5.9 Acceptance of Goods by Aviarena shall occur no later than two (2) weeks following the actual delivery of the Goods by the Supplier to Aviarena and shall become effective after:

- a) qualitative and quantitative inspection of the Goods;
- b) inspection of conformity of the related documents.

5.10 Aviarena shall notify the Supplier in writing of any non-conformity within the two (2) week period specified at Clause 5.8, with all supporting details. In case no such notification has been received by the Supplier within aforementioned period, the Goods shall be deemed accepted by Aviarena.

5.11 In the event of a non-conformity the Supplier is in default with regard to the compliance with the Contract. At Aviarena's free decision the Supplier can be afforded a reasonable opportunity to correct any such alleged non-conformity as yet, after which the Supplier shall repair or exchange, at the Supplier's option and cost, any non-conforming Goods in order to meet the conformity requirements. Furthermore, the Supplier shall reimburse Aviarena's shipping costs incurred in returning the non-conforming Goods unless such non-conformance is found to be invalid.

5.12 Each delivery of a Component/Tool or Repair Part/Instrument shall be treated as taking place under a separate Contract and default or delay by Aviarena in any single delivery of a Component/Tool or Repair shall not entitle the Supplier to repudiate any previous or subsequent Contract.

6 Warranties

6.1 A Component will be duly certified to EASA Form 1 or if supplying a repaired or overhauled Component or a Part under FAA Form 8130-3, a dual EASA Part 145 Maintenance Release Statement.

6.2 Supplier warrants that a Component is free from defects in design, material and workmanship and will remain so:

- a) for a factory new Component: in accordance with the warranty period specified by the concerning OEM;
- b) for an overhauled Component: for a period of 9 months from the date of delivery of the Component to Aviarena or 1000 flight hours, whichever occurs the later;
- c) for a serviced/repaired Component: for a period of 3 months from the date of delivery of the Component to Aviarena or 500 flight hours, whichever occurs the later

, unless otherwise specified in the Contract.

6.3 The Supplier warrants that the Components shall:

- a) be in the condition as set in the Contract;
- b) for shelf-life limited Components to be equipped with release certificates that have been issued within the previous six (6) months;
- c) for Life Limited Components, have no less than 70% of remaining service life;
- d) be fully traceable to a carrier operating under an official and recognized Airline Operator's Certificate;
- e) if applicable, Supplier will provide full back to birth/back to Overhaul documentation for all Life Limited Components;
- f) ensure that in all cases full modification and AD (Airworthiness Directives) status is supplied on the document for the supplied Component;
- g) be free from DER/DOA/PMA parts and has no connection with parts that are not approved by the OEM unless otherwise agreed in writing by Aviarena;
- h) be supplied with a statement from each operator to the effect that such Component was never involved in any major incident or accident and was never subjected to over temperature extreme stress condition or immersion in salt water and was not obtained from any government or military source; and
- i) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, storage, handling and delivery of the Components;
- j) be provided with the following information:
 - a) time since overhaul (TSO) where applicable;
 - b) cycles since overhaul (CSO) where applicable;
 - c) time since new (TSN) where applicable;
 - d) cycles since new (CSN) where applicable;

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- 6.4 Supplier warrants that a Part/Instrument is free from defects in design, material and workmanship and will remain so:
- a) for a factory new Part/Instrument: in accordance with the warranty period specified by the concerning OEM;
 - b) for an overhauled Part/Instrument: for a period of 15 months from the date of delivery of the Part/Instrument to Aviarena;
 - c) for a serviced/repaired Part/Instrument: for a period of 9 months from the date of delivery of the Part/Instrument to Aviarena;
 - d) for a calibrated Part/Instrument for a period of 6 months from the date of delivery of the Part/Instrument to Aviarena
- , unless otherwise specified in the Contract.
- 6.5 Supplier warrants that a Tool is free from defects in design, material and workmanship and will remain so:
- a) for a factory new Tool: in accordance with the warranty period specified by the concerning OEM;
 - b) for a serviced/repaired Tool: for a period of 9 months from the date of delivery of the Tool to Aviarena;
 - c) for a calibrated Tool: for a period of 6 months from the date of delivery of the Tool to Aviarena
- , unless otherwise specified in the Contract.
- 6.6 If Goods found to be subject to a defect as defined in Clauses 6.2, 6.3, 6.4 respectively 6.5 Supplier shall correct any such defect or replace the defective Component (or the defective part thereof) (as applicable) at no cost to Aviarena, provided Aviarena has issued a written warranty claim as soon as possible but in no event later than twenty (20) days after detection of the defect or non-conformance and within the warranty period. In any such event, the defective Goods under warranty will be shipped by Aviarena to the Supplier and returned by the Supplier to Aviarena (corrected or replaced) at cost of the Supplier.
- 6.7 If it is established that a warranty claim is founded, the costs incurred as a result, including the research costs incurred by Aviarena, will be borne in full by the Supplier.
- 6.8 The warranties in Clause 6.2, 6.4 and 6.5 are subject to the following conditions:
- a) that the Goods are stored, maintained, installed, operated and used in accordance with the CMM and not subject to willful damage; and
 - b) in the event it is a Component/Part: that the Component/Part, or the aircraft it was fitted to, has not been subject to any misuse nor have they been involved in any incident.
- 6.9 Supplier's obligations under this warranty shall not apply if any defect arises from fair wear and tear, willful damage or abnormal working conditions.
- 6.10 A warranty claim by the Aviarena in respect of any defect in the Goods or in respect of any delay in delivery shall entitle Aviarena to cancel or refuse such delivery or payment for such Goods.
- 6.11 The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract.
- 6.12 The Supplier confirms that it has in place processes to prevent the supply and/or use of suspected unapproved, unapproved, and counterfeit parts in the Goods.
- 6.13 The Supplier shall inform Aviarena immediately of any nonconforming processes, products, or services and obtain approval from Aviarena in writing for their disposition.
- 6.14 The Supplier will inform Aviarena of changes that impact the Goods or services supplied relating to processes, products, or services, including changes of the Supplier's external providers or location of manufacture of any of the Goods or any of the parts of the Goods.
- 6.15 The Supplier must ensure that everyone in the Supplier's organization is aware and remains aware of:
- a) their contribution to product and/or service conformity;
 - b) their contribution to product safety; and
 - c) the importance of ethical behavior.
- ### 7. Remedies
- 7.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in Clause 6, then, Supplier is in default and without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Aviarena may exercise any one or more of the following remedies:
- a) to terminate the Contract with immediate effect;
 - b) where applicable: to reject the Goods (in whole or in part) and return them to Supplier at Supplier's own risk and expense;

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- c) to require Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods or Repair paid by Aviarena;
- d) to refuse to accept any subsequent delivery or Repair of the Goods which Supplier attempts to make;
- e) to recover from Supplier any costs incurred by Aviarena in obtaining substitute Goods from or Repair by a third party; and
- f) to claim damages for any other costs, loss or expenses incurred by Aviarena which are in any way attributable to Supplier's failure to carry out its obligations under the Contract.

7.2 Aviarena's rights and remedies under Clause 7.1 are in addition to its other rights under the terms and Conditions and rights and remedies implied by statute and common law.

8 Title to Component/Tool

- 8.1 Title in a Component/Tool shall pass to Aviarena on delivery at the Delivery Location or any or any earlier time that Aviarena gains actual control of the Goods.
- 8.2 Supplier warrants that it has full legal and beneficial title to the Components/Tools free from all charges, liens and security rights.

9. Insurance

- 9.1 Supplier shall in any event take out - and maintain - for a period of five (5) years after the conclusion of a Contract an adequate professional liability insurance with an insurer of good repute for ensuring the risks that might arise from the activities Supplier performs under the Contract.
- 9.2 On the first request of Aviarena Supplier shall provide Aviarena with a copy of both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. Liability

- 10.1 Supplier is liable for any damage suffered by Aviarena as a result of an attributable failure in the performance of the Contract, or from an unlawful act (or otherwise) related to the (legal) acts in the context of the performance of the Contract.
- 10.2 The liability of Aviarena for damage suffered by Supplier as a result of an attributable failure in the performance of the Contract, or from an unlawful act (or otherwise) related to the (legal) acts in the context of the

performance of the Contract, is limited to what is stipulated in this Clause.

- 10.3 Aviarena shall in any event take out - and maintain - for a period of five (5) years after the conclusion of the Contract an adequate professional liability insurance with an insurer of good repute for ensuring the risks that might arise from the activities Aviarena performs under the Contract.
- 10.4 If Aviarena should be liable towards Supplier for any damage, the liability of Aviarena is limited to the amount paid out in a given case by its liability insurer, increased by the amount of the excess payable by Aviarena under that insurance policy in the case in question.
- 10.5 If, for whatever reason, the insurer of Aviarena does not pay out, Aviarena's liability, per event, where a series of related events count as one event, shall in any event always be limited to a maximum of three times the invoice value of the Contract in question, however, with a maximum of \$ 150.000,00.
- 10.6 As an exception of the provision of Clause 10.5, applies that the limitation of Aviarena's liability as included in article 10.5 shall not apply in the event that the reason for non-payment under the mentioned professional liability insurance lies in the fact that the insurance premiums of said insurance have not been paid to the insurer (on time) by Aviarena.
- 10.7 Contrary to the provision of article 10.5, the total liability of Aviarena in the event of damage due to death or injury - if the insurer of Aviarena for whatever reason does not proceed to pay out in respect as such damage - amounts to a maximum of \$ 250.000,00.
- 10.8 Aviarena is only liable for direct damages.
- 10.9 'Direct damage' shall mean only:
 - a) the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions.
 - b) any reasonable costs incurred to make the defective performance of Aviarena conform to the contract, insofar as they can be attributed to Aviarena; and
 - c) the reasonable costs incurred to prevent or limit damage, in so far as the Supplier demonstrates that these costs have resulted in limitation of direct damage as referred to in the conditions.
- 10.10 Damage that cannot be qualified as 'direct damage', is therefore to be qualified as 'indirect damage'. Aviarena is never liable for indirect loss, including in any case, but not exclusively, consequential loss, loss of profit, missed savings and loss due to business interruption.

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10.11 The limitations of Aviarena's liability included in this article do not apply if damage is due to intent or gross negligence on the part of Aviarena or its executives.

11. Indemnity

11.1 Supplier shall keep Aviarena indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Aviarena as a result of or in connection with:

- a) any claim made against Aviarena for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of Supplier, its employees, agents or subcontractors;
- b) any claim made against Aviarena by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; and
- c) any claim made against Aviarena by a third party arising out of or in connection with the supply of the Components, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

12. Cancellation and termination

12.1 Aviarena may cancel the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract.

12.2 Without limiting its other rights or remedies, Aviarena may terminate the Contract with immediate effect by giving written notice to Supplier if:

- a) Supplier commits a material breach of any term of a Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) days of Supplier being notified in writing to do so;
- b) Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors

(other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business (or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction);

- c) Supplier takes any step or action in connection with Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of his assets, or ceasing to carry on business (or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction);
- d) Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- e) Supplier's financial position deteriorates to such an extent that in Aviarena's opinion Supplier's capability to adequately fulfil its obligations under a Contract has been placed in jeopardy; or
- f) as a result of actions by, or to be allocated to, Supplier, the continuation of the Contract suffers or would suffer damage to the interests, reputation and/or good name of Aviarena.

13.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.3 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. Force majeure

14.1 Aviarena is not obliged to fulfill any obligation towards Supplier if it is prevented from doing so as a result of force majeure and therefore a circumstance that cannot be attributed to the fault of Aviarena and is not for its account by virtue of the law, a legal act or generally accepted beliefs coming. Specific force majeure is understood to mean, in addition to what is understood in this regard by law and jurisprudence, all external causes, foreseen or unforeseen, over which Aviarena cannot exert any influence, but as a result of which Aviarena is unable to fulfill its obligations. The following - non-exhaustive listed - incidents will be considered to cause force majeure: acts of nature like natural catastrophes and extreme weather, fire, explosions, major local or (inter)national health issues declared by any government or by official health organizations (i.e.

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pandemic/epidemic disease), a riot, war circumstances, civil commotion or a terrorist attack or the threat thereof, strikes, prolonged power failure or prolonged shortage of energy supplies.

- 14.2 Aviarena also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the Contract occurs after Aviarena should have started fulfilling its obligation.
- 14.3 Aviarena can suspend its obligations under the Contract during the period that the force majeure continues. If this period lasts longer than two (2) months, then both Parties are entitled to dissolve the Contract, without any obligation to pay damages to the other party.
- 14.4 Insofar as Aviarena has already partially fulfilled its obligations under the Contract or will be able to fulfill them at the time of the commencement of force majeure, and the part fulfilled or to be fulfilled has independent value, Aviarena is entitled to consider that part as a separate Contract. Supplier is then obliged to fulfill its obligations if it were a separate Contract.

15. Export compliance

Supplier agrees that it has complied with export control laws applicable to Goods provided to Aviarena under a Contract. Export control laws shall mean laws, regulations and orders applicable to the export or re-export (including but not limited to international transfers, disclosure or release) of Goods and includes, without limitation:

- a) US export controls administered under the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR");
- b) The Dutch export controls and sanctions;
- c) EU and EU Member State export controls administered pursuant to Council Regulation (EC) 428/2009 and the various national export control laws, regulations of the Netherlands and EU Member States regulating dual-use and military items and related activities; and
- d) similar export control laws, regulations and orders of other jurisdictions to the extent applicable to any activity conducted in furtherance of a Contract.

16. Right of audit

- 16.1 Upon ten (10) days advance written notification to the Supplier (or, in exceptional circumstances, with less advanced written notification as agreed between the Parties on a case-by-case basis), the Supplier shall grant to Aviarena and/or, any Airworthiness Authorities including but not limited to EASA, the FAA and national aviation authorities and, subject to the Supplier's written

approval not to be unreasonably withheld or delayed, Aviarena's customers and/or access to the Supplier's facilities and systems and, subject to the respective subcontractor's prior consent in each instance, the Supplier's subcontractors' facilities and systems for the purpose of quality surveillance inspecting and evaluating performance and compliance with the applicable standards and procedures under the Contract.

- 16.2 In case of discrepancies with the applicable standards and procedures, the Supplier shall make any and all necessary corrections within a timeframe to be mutually agreed and inform Aviarena or, as the case may be, the relevant Airworthiness Authority, accordingly.

17. Assignment of Contract

Aviarena may assign the Contract and the rights and obligations thereunder whether in whole or in part. The Contract is personal to Supplier, who shall not without the prior written consent of Aviarena assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

18. Confidentiality

Both the subject matter and the terms and conditions of a Contract itself shall be treated by Seller as confidential and shall without Aviarena's prior written consent not be divulged to any other person.

19. Business ethics

- 19.1 Both Parties agree that all their business activities will comply with the applicable laws and regulations whilst ensuring that the undertaking of these activities is without recourse to anti-competitive activity, bribery or corruption or slavery or human trafficking and ensuring compliance to the Dutch Criminal Code and Modern Slavery Act regulations.

- 19.2 In performing its obligations under Clause 19.1, Supplier shall:

- a) have and maintain its own policies and procedures to ensure its compliance with Clause 19.1; and
- b) include in its contracts with its subcontractors and suppliers provisions that are at least as onerous as those set out in Clause 19.1

- 19.3 Aviarena may immediately terminate a Contract for any breach of Clause 19.

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20. Governing Law and Jurisdiction.

- 20.1 The Contract and the Terms and Conditions and all non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 20.2 The courts of the Netherlands have exclusive jurisdiction to settle any dispute arising out of or in connection with the Contract and the Terms and Conditions (including a dispute regarding the existence, validity or termination of the Contract and the Terms and Conditions).
- 20.3 In deviation of Clause 20.2 Parties can agree to refer a dispute to and finally resolved in accordance with the Arbitration Rules of The Hague Court of Arbitration For Aviation (Hague CAA).
- 20.4 In case of arbitration at the Hague CAA the arbitral tribunal shall consist of one arbitrator. The seat of arbitration shall be The Hague, the Netherlands and the language of the arbitration shall be English. The law applicable to the arbitration agreement shall be Dutch law. The substantive law governing the merits of the dispute shall be Dutch Law, the applicability of the Vienna Sales Convention.

21. Location and change of conditions

- 21.1 The Terms and Conditions can be downloaded from Aviarena's website (www.aviarena.com).
- 21.2 Applicable to a Contract shall be the version of the Terms of Conditions that applied at the time of the conclusion of the Contract between the Parties.
- 21.3 The English text of the Terms and Conditions is always decisive for the interpretation thereof.