



General Terms and Conditions of Sale

These General Terms and Conditions of Sale ("The terms") define the terms and conditions under which AIR SUPPORT sells its Products and/or Services to Customer. The Terms shall apply to all quotations, proposals and sales made by AIR SUPPORT for the performance of services (whether reconditioning, overhaul, repair, testing, inspection or otherwise howsoever) and/or the sale of Products to the Customer ("Customer"). Any additional or different terms or any attempt by Customer to vary in any degree any of AIR SUPPORT's Terms and Conditions of Sale are hereby objected to and shall be deemed material and not binding on AIR SUPPORT.

1- Order

1-1 Quotations- Purchase order

Any order placed by the Customer with AIR SUPPORT or the acceptance of, or the payment for any product or service shall be deemed as Customer's unconditional acceptance of these Terms. These Conditions shall govern any future individual Order and exclude any other terms and conditions, unless otherwise agreed by AIR SUPPORT. Shall constitute an individually legally binding Order between the two Parties;

- Acknowledgment by AIR SUPPORT of any Product or work provided to AIR SUPPORT within seventy- two hours (72) after the reception of any Product or work.
- Acknowledgment of a quotation sent back by the Customer, agreed and signed by both parties within ninety (90) days after the receipt of this quotation.
- Receipt of the total requested deposit for sale of Products.

The description, part numbers and/or specification of the Product and/or Services shall be set out in AIR SUPPORT's quotation or AIR SUPPORT's acceptance of the Order.

Any cancellation, rescheduling modification and/or reduction of a Purchase Order is subject to the written approval of the Parties. Should an order be cancelled for any reason, AIR SUPPORT reserves the right to charge Customer for any kind of preparation made, service performed in whole or in part and/or product ordered in connection with the Order, and to retain any advance payment made by Customer. Modification or reduction to the Order may result in an additional charge to Customer and/or additional lead-time.

1-2 Termination

Air Support shall be entitled to suspend the performance of its obligation or terminate the Order by written notice and without need of judicial recourse:

If:

- The Customer fails to pay any sum due to Air Support within fifteen (15) days after the due date.
- The Customer fails to remedy any breach of its obligations.
- Any of the following events happen, or if it appears to AIR SUPPORT likely that one or more of the following events shall occur; bankruptcy, any form of winding-up, administration, receivership, scheme of arrangement, voluntary arrangement, administrative receivership, the rights of a mortgagee in possession, insolvency proceedings, arrangement with creditors generally, or enforcement of security or legal process or repossession.
- Any event of force majeure occurs and exceeds thirty (30) days after its notification by one of the Party.

2- Price

The price charged shall be the one specified in AIR SUPPORT's quotation, agreed by the Customer and stated in the agreed currency. Unless otherwise agreed in writing, the price for the Product or Services is FCA/Pujaudran and includes packing but shall be exclusive of any taxes (including sales tax) or duties which could be levied in connection with the sale, delivery or use of the Products or the performance of services.

AIR SUPPORT reserves the right to increase such price to cover any of the following:

- The cost of any additional special testing, or investigation, required by the Customer, or any Government, Regulatory Body or Original Equipment Manufacturer.
- The cost of any amendment to the Order or variation between the Order and the original enquiry instigated by the Customer, if such amendment or variations are agreed in writing by AIR SUPPORT.
- Any increase in labour costs and/or material prices outside the control of AIR SUPPORT.
- Any expense incurred by AIR SUPPORT as a result of any suspension of the contract by the Customer (if such suspension is agreed in writing by AIR SUPPORT), or lack of or delay in any instructions, or any change in the Customer's instructions; or any delay arising from a cause under the Customer's control; or lack of or delay in information required by AIR SUPPORT from the Customer.

3- Payment conditions

3-1 Currency, delay, taxes and duties

Unless otherwise specified in Air Support's quotation, the Customer shall pay to AIR SUPPORT the full amount of a Purchase Order within thirty (30) days following the date of the invoice. No discount will be granted to the Customer in case of payment made in advance of the payment due date for reconditioning, overhaul, repair, testing, inspection activities. AIR SUPPORT may issue a separate Invoice for each Order or for each shipment (if more than one) under an Order. Payment shall be made by wire transfer to the relevant bank account as specified by AIR SUPPORT, for any Orders placed outside France, and either by wire transfer, bill or check for Orders placed in France. In both cases, the agreed currency is the one specified in the invoice.

3-2 Deposit

Products sold can be paid for, either in full in advance or at least with a significant deposit agreed upon in writing. AIR SUPPORT may issue a separate invoice for each sale.

3-3 Delay in payment

Time of payment is of the essence and AIR SUPPORT reserves the right, without prior written notice, to charge interest on any overdue amount, from the due date until actual payment, at the rate of three times the actual French interest rate.

AIR SUPPORT reserves also the right to withhold delivery, cancel and/or suspend performance of the Order should any invoice or previous invoices remain unpaid. In the event that there is deterioration in the financial capacity of the Customer, AIR SUPPORT reserves the right to revise payment terms at any time and to request guarantees, security, stage payments or cash in advance for the Products and/or Services. AIR SUPPORT may, at its discretion, refuse or limit deferred payment terms to the Customer.

4- Delivery and transportation

4-1 Transport and sales conditions

The components and/or Products are delivered FCA (Incoterm 2020) from our facilities Pujaudran (32) France. Delivery shall be deemed to have taken place when the goods in question have been dispatched from AIR SUPPORT's premises.

4-2 Delay in delivery

Delivery dates are estimate only and time is not of the essence. Any delay or partial delivery cannot justify cancellation of orders in progress, payment of damages, or give rise to penalties of any kind, or deductions, regardless of the cause and consequences of these delays.

AIR SUPPORT hereby excludes any liability to the Customer or any third party claiming through the Customer, for any costs, damages or losses resulting from late delivery of any Products howsoever caused.

In case of delay in the delivery, in no event shall AIR SUPPORT be liable for incidental or consequential losses or damages, or the loss of profit, loss of revenue, and loss of market or sale to the Customer or any third Party. AIR SUPPORT will inform the Customer of any foreseeable delay in the delivery as well as the measures taken to solve it.

4-3 Reception- Non conformity- Returns

The transfer of risk is deemed to be made at the same time as the receipt of goods. In every case the use of the product by the Customer amounts to receiving it. As soon as products ordered are delivered, it is the responsibility of the Customer to perform a qualitative and quantitative control of products, to check references and compliance with the Order and undertake if necessary, not to grant discharge to the carrier until after performing these checks. Customer shall notify in writing AIR SUPPORT of any damage to Products and/or loss, non- delivery or quantity shortage in any Product delivered hereunder as compared with the Customer's Order within thirty (30) days of receipt of same. After this time no claims on apparent defects can be taken into account by AIR SUPPORT.

For valid claim, the Customer must provide any justification as to the reality of non-compliance.

5- Warranties

AIR SUPPORT warrants that Products and/or Services furnished hereunder shall, at the time of delivery, be free from defects in material and workmanship. Services shall be performed with reasonable skill and care.

If the Customer submits to AIR SUPPORT reasonable written details establishing a breach of the warranty set forth above, AIR SUPPORT's liability for failure of any Product or Service to comply with the foregoing shall be limited to replacing or repairing that product found to be defective. The warranty period is:

- Six (6) months of delivery covering only replaced components and associated labour, for repaired Products.
- One (1) year of delivery covering complete equipment, for overhauled Products.
- No warranty is applicable for TEST.

Excluded from the warranties provided by AIR SUPPORT

- Product defects resulting from a lack of maintenance, or monitoring and generally all tampering non-compliant with the written instructions of AIR SUPPORT and detailed in the technical manuals and/or datasheets.

- Product defects that come from a cause unrelated to the product or any changes or intervention of the Customer or a third party without the prior consent of AIR SUPPORT.
- The warranty does not apply to normal wear and tear.
- Defects that are a result partly or fully of damage or accidents attributable to the general actions of the Customer or a third party.
- The warranty cannot be applied in the case of a defect resulting from instructions given to AIR SUPPORT by the Customer.
- Damages caused by force majeure as defined in Article 6-2 or fortuitous incidents that can be imputed to natural disasters.

For Product that is returned under warranty and is tested and no fault found, AIR SUPPORT will be entitled to payment of test and recertification charges from the Customer.

6- Liability - Title and risk – Insurance

6-1 Liabilities

Should any Product delivered to AIR SUPPORT for reconditioning, overhaul, repair, service, testing or inspection be destroyed or damaged while such Product is at AIR SUPPORT's premises or under its control, AIR SUPPORT's liability in respect of such destruction or damage shall in no circumstances exceed an amount equal to the price of the repair and/or overhaul.

Advice and information, in whatever form it may be given, is provided in good faith by the Customer to AIR SUPPORT only, to help AIR SUPPORT perform correctly the Order.

The Customer certifies that he is the owner, or that he is authorized by the owner, of the products entrusted to AIR SUPPORT for repair or maintenance.

AIR SUPPORT shall not be liable for any economic loss of whatever nature (whether or not such loss or damage was foreseen, direct, foreseeable, known or otherwise), including loss of anticipated profits, loss of actual profits (direct or indirect), loss of anticipated savings and loss of business.

AIR SUPPORT shall not be liable for any indirect, special or consequential loss or damage howsoever caused (force majeure, wrong use and/or installation) or any losses arising as a result of any third party.

AIR SUPPORT is not liable for the removal of Product from, or installation of the Product into, any other property to which it may be attached or incorporated. The Customer retains sole responsibility for the use of products supplied by AIR SUPPORT and their suitability to the destination.

6-2 Force majeure

AIR SUPPORT shall not be held liable for delay or failure in shipment or delivery of Products or Services due to any cause beyond the reasonable control of AIR SUPPORT including, without limitation, war, fire, flood, strikes or other labour disturbance, accidents, natural disasters, Act of God, governmental order or requirement, interruption, obsolescence or shortage of materials, transportation facilities or energy supply, or events beyond the reasonable control. If a force majeure event causes a delay of delivery, then the date of AIR SUPPORT's performance will be extended by the period of such delay.

6-3 Title and risk

Regarding the sale of Products, as AIR SUPPORT uses the Incoterm FCA, the transfer of title and risk of loss will pass to Customer when AIR SUPPORT places Products at the disposal of Customer in AIR SUPPORT's premises.

6-4 Insurance

AIR SUPPORT is insured for all the usual risks of its activity and the usual level of the profession. AIR SUPPORT has subscribed insurance policies Damage to the properties (goods) and professional Civil liability. It holds at the disposal of its clientele, certificates of current validity and range of guarantees. Besides the limitation of responsibility planned in the article 6-1, AIR SUPPORT could not be responsible beyond the limits of the insurance cover. It belongs to the Customer to subscribe insurance for its own Products. In return for this transparency, the Customer commits to give up any recourse against AIR SUPPORT beyond the guarantees of this insurance.

7- Export and governmental compliance

Each party agrees to comply with all applicable governmental regulations as they relate to the import, export and re-export of information and/or Products.

Each party acknowledges that it shall not export, directly or indirectly, any product to any country for which such export or transmission is restricted or prohibited. The Customer acknowledges that it is responsible for obtaining any export, re-export or import license as may be required. Customer must deliver requested information, including end-user information, necessary for export licenses to be granted.

Air Support shall not be liable for delays or refusals by governmental authorities or other authorities to grant licenses or approvals, nor for suspension or revocation thereof, nor for changes in export classification.

8- Sub-Contracting

AIR SUPPORT may sub-contract without the consent of the Customer, all or part of the work ordered (unless specifically instructed otherwise in writing by the Customer, at or prior to the time the Offer is made) without affecting AIR SUPPORT's obligations under the Order.

9- Confidentiality

The Customer and AIR SUPPORT shall each keep confidential any information, document or data of whatever nature and support, commercial or otherwise transmitted by AIR SUPPORT to Customer in connection with the Order and/or the supply of services.

The Customer and AIR SUPPORT shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Order or any other confidential or sensitive information of the other.

Each Party agrees to have their employees respect this confidentiality agreement. The Customer agrees that it will not exhibit Air Support's price lists relating to any of AIR SUPPORT's Product or Services without the prior written consent of AIR SUPPORT.

10- Law and Jurisdiction

These Terms and any Order taken under these Terms and any dispute arising in relation to them shall be governed by and construed in all respects in accordance with French law. Any claim against AIR SUPPORT shall be submitted to the exclusive jurisdiction of the Commercial Court of Toulouse. Unless otherwise agreed between AIR SUPPORT and the Customer, all disputes shall be settled in French.

This General Terms and Conditions of Sale are also available in French.

11- Corporate Social Responsibility

11-1 Ethics and Anti-Corruption

AIR SUPPORT policy prohibits anyone from offering or making improper payments of anything of value (including money) to government officials or any other persons. Suppliers conducting business on AIR SUPPORT's behalf shall ensure compliance with anti-corruption laws and commit to the highest standards of ethical conduct at all times.

11-2 Human Rights and Labor

AIR SUPPORT shall respect and uphold the human rights of its employees and treat them with dignity and respect under internationally accepted standards.

11-3 Health and Safety

AIR SUPPORT shall at a minimum ensure a safe work environment, minimize physical and chemical hazards through proper design, engineering and administrative controls, implement safe work procedures as well as ongoing safety training, provide employees with appropriate personal protective equipment and implement emergency plans and response procedures.

11-4 Environment

AIR SUPPORT undertakes to operate in a manner that actively mitigates risk, minimizes environmental impact and conserves natural resources. AIR SUPPORT use an environmentally responsible approach when choosing materials and processes, where practicable. AIR SUPPORT abide by all environmental laws and regulations and have established a systematic approach to risk management.

11-5 Counterfeit Goods

AIR SUPPORT have procedures and practices in place to detect and identify counterfeit parts and materials and minimize the risk of introducing counterfeit parts and materials into the goods delivered to Customer.

11-6 Conflict Minerals

AIR SUPPORT will not supply Goods that contain Conflict Minerals