

TERMS AND CONDITIONS OF PURCHASE

IT IS AGREED as follows:

1. **Interpretation.** The following definitions and rules of interpretation apply in these Conditions.
 - 1.1 **Definitions:**
 - Approved Repair Method:** a method of repair used by the Supplier in carrying out the Repair Services that does not impose non-standard inspection or survey cycles/requirements.
 - Business Day:** a day other than a Saturday, Sunday or public holiday in Ireland, when banks in Dublin are open for business.
 - Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.
 - Certification Documents:** the documentation to be provided by the Supplier upon completion of the Repair Services (including but not limited to an Airworthiness Release Certificate, the workshop report(s) and such other documentation as the Customer requires).
 - Certified Repair Station:** a repair facility approved and certified in accordance with all relevant industry standards and/or regulatory requirements from which the Repair Services are carried out.
 - Commencement Date:** has the meaning given in clause 2.2.
 - Conditions:** these terms and conditions as amended from time to time in accordance with clause 16.9.
 - Contract:** the contract between the Customer and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions.
 - Customer** means EirTrade Aviation Ireland Limited (registered in Ireland with company number 491380) with its registered office at 603A Greenogue Business Park, Rathcoole, County Dublin, Ireland.
 - Customer Materials:** has the meaning set out in clause 5.3(i).
 - Delivery Date:** the date specified in the Order, or, if none is specified, within 28 Business Days of the date of the Order.
 - Delivery Location:** the address for delivery of Goods as set out in the Order or Repair Order (as applicable).
 - Goods:** the goods (or any part of them) set out in the Order (including any components provided in accordance with the Repair Services).
 - Goods Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
 - Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - Mandatory Policies** means the Customer's business policies notified by the Customer to the Supplier from time to time.
 - Order** shall mean the purchase order, the Repair Order or contract placed by Customer with the Supplier for: (i) the supply Goods; and (ii) the provision of Services.
 - Repair Order:** means the order placed by the Customer for the provision of the Repair Services.
 - Repair Services:** the services provided by the Supplier, relating to the repair and/or overhaul of any components, under the Contract as set out in the Service Specification.
 - Services:** the services, including any deliverables, to be provided by the Supplier under the Contract (including the Repair Services).

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier (including as set out in the Order).

Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.

Basis of contract

The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

The Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing written acceptance of the Order; or (b) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).

These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

Supply of Goods

The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements, certifications and standards as set out in the Order and/or as determined by the Customer.
- (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

Delivery of Goods

The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach the Delivery Location in good condition.

The Supplier shall deliver the Goods: (i) on the Delivery Date; (ii) at the Delivery Location; and (iii) during Business Hours, or as instructed by the Customer.

Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are 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 instalment shall entitle the Customer to the remedies set out in clause 6.1.

Title and risk in the Goods shall pass to the Customer on completion of delivery.

Title in any Goods which are subject to Repair Services shall at all times remain with the Customer (notwithstanding that components may be transported to the Supplier in order to fulfil such Repair Services). When the Goods are in the Supplier's possession, the Supplier shall: (i) store the components separately from all other goods it holds; (ii) not remove, deface or damage any identifying mark or packaging belonging to the Customer; (iii) keep the components in satisfactory condition and

at all times in accordance with the instructions issued by the Customer (within a Repair Order or otherwise)

5. Supply of Services

5.1 The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier warrants and undertakes that it shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (b) provide the Services in accordance with all applicable laws, regulations, codes, rules and guidelines from time to time in force;
- (c) perform the Services with all reasonable care, skill and diligence and in accordance with best practice in the Supplier's industry;
- (d) use personnel who are suitably skilled, qualified where applicable and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (e) ensure that the facility performing the Repair Service is, and will remain for the duration of the Contract, a Certified Repair Station;
- (f) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (g) ensure that all repairs are completed using an Approved Repair Method;
- (h) obtain and at all times maintain all licences and consents which may be required for the provision of the Services; and
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation.

5.4 Upon completion of the Repair Services, the Supplier shall:

- (a) deliver the repaired Goods to the Delivery Location using industry standard packaging (ATA Spec300) to ensure that such Goods are not damaged or destroyed in transit (and where applicable, the Supplier shall follow the Customer's instructions as set out in the Repair Order regarding the use (or return) of any specialist packaging when sending the relevant Goods); and
- (b) promptly provide the Certification Documents to the Customer (and in any event before the relevant Goods are sent back to the Customer).

6. Customer remedies

6.1 If the Supplier: (i) fails to deliver the Goods by the applicable date or to perform the Services by the applicable date; (ii) has delivered Goods that do not comply with the undertakings set out in clause 3.1; and/or (iii), has supplied Services that do not comply with the requirements of clause 5.3(f), the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
- (c) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

- (d) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (e) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- (f) to recover from the Supplier any costs and/or expenditure incurred by the Customer in obtaining substitute goods or services (including deliverables) from a third party;
- (g) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
- (h) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates and/or supply the Goods in accordance with clause 3.1 and/or to comply with clause 5.3(f).

6.2 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

6.3 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. Charges and payment

7.1 The price for the Goods: (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

7.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number and shall be payable by the Customer within 60 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.

If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue overdue amounts

at a rate of 4% per annum above the Base Lending Rate of Allied Irish Bank from the Payment Date until full payment is received. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 7 days after the dispute is resolved until payment.

7.7 The Customer may set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier under the Contract, whether the liability is present or future, liquidated or unliquidated. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

8. **Indemnity.** The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including 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 professional costs and

expenses) suffered or incurred by the Customer arising out of or in connection with:

- (a) any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials); 13.2
- (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and 14.
- (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, 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. This clause 8 shall survive termination of the Contract.

9. Insurance. During the term of the Contract and for 6 years afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. Compliance with relevant laws and policies. In performing its obligations under the Contract, the Supplier shall: (i) comply with all applicable laws, statutes, regulations and codes from time to time in force; and (ii) comply with the Mandatory Policies.

11. Data protection Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679). This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

12. Termination

12.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract in whole or in part at any time:

- (a) with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause 10. 16.2
- (b) for convenience by giving the Supplier one months' written notice.

12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; 16.3
- (b) the other party 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), obtaining a moratorium, 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; 16.4
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13. Consequences of termination

13.1 On termination or expiry of the Contract, the Supplier shall immediately deliver to the Customer all deliverables whether or

not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

Confidentiality. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 14. Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither party shall use the other party's confidential information for any purpose other than to exercise or enforce its rights and perform its obligations under or in connection with the Contract.

Force majeure

If a party (the Affected Party) is prevented, hindered or delayed in or from performing any of its obligations under this agreement by any event, circumstance or cause beyond its reasonable control (a Force Majeure Event) the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations and the time for performance of such obligations shall be extended accordingly.

General

Assignment and other dealings.

- (a) The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- (b) The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.

Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

Notices. Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to the email address notified by each party to the other party (or an address substituted in writing by the party to be served). Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 16.5 **Waiver.** Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16.7 **Entire agreement.** The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 16.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 16.9 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 16.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 16.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.