



## GENERAL TERMS AND CONDITIONS OF SALES

### PURPOSE

The general terms and conditions of supply contained herein (“**GTCCS**”) shall govern any and all quotations, proposals, and sales made by TTAS and orders placed by a customer (the “**Customer**”) concerning the products and/or services directly or indirectly supplied by TTAS, including but not limited to parts, tools, ground support equipment, modification kits, material handling, logistics, training, and digital services (individually the “**Products**” or “**Services**”, or collectively, the “**Products and Services**”). The Customer and TTAS are individually referred to as a “**Party**” and collectively as the “**Parties**”.

The GTCS is published and available on TTAS's website, [www.tt-aviation.com](http://www.tt-aviation.com). TTAS may amend the GTCS at any time without notice. The GTCS which was in force at the time when an order was acknowledged by TTAS shall continue to govern such order.

### DELIVERY

All sales of Products, except technical data, are made FCA the place specified by TTAS (Incoterms 2020).

If appropriate, Products will be packed in accordance with relevant specifications including, in particular, ATA Spec 300. The cost of special packing or packaging requested by the Customer or required, including dangerous goods or Products requiring special packaging containers, shall be charged to the Customer.

For technical data, software documentation and their respective revisions, packing and shipment shall be carried out by the adequate transportation method reasonably appropriate in TTAS's opinion, including in an electronic format. In the event technical data, software, documentation and their respective revisions are provided online, they shall be considered delivered once TTAS's notice of availability is electronically sent to the Customer.

The Customer shall cooperate with TTAS as reasonably and make available to TTAS necessary documents, data, and information in a timely manner, including information related to export and shipping of Products, information requested by authorities and/or any other information requested by TTAS

TTAS shall use commercially reasonable efforts to comply with AOG, Critical or Expedite orders. TTAS reserves the right to apply additional fees on orders qualified by the Customer as AOG. TTAS also reserves the right to transfer to the Customer any surcharge from the upstream suppliers as a consequence of the priority classification made by the Customer.

TTAS reserves the rights to charge additional fees in case the Customer has not nominated a forwarder as of the date of the order and in its sole discretion and at the expense and risk of the Customer, choose the means of transportation.

If the Customer fails to take delivery of the Products and Services tendered for delivery on the agreed date, payment for the Products and Services shall nevertheless be due and payable by the Customer as if the Products and Services in question had in fact been delivered to the Customer. The Customer is liable for and shall reimburse TTAS for all costs and expenses TTAS may incur by reason of such failure, including but not limited to costs for storage or disposal of the Products or any related transportation costs.

TTAS shall use commercially reasonable efforts to comply with the delivery schedule set forth in its order acknowledgement. However, delivery dates are approximate and TTAS shall not be liable for any loss of profits, loss of use, or incidental or consequential damages, which directly or indirectly may result from any delay in the delivery of Products or performance of Services. TTAS shall be entitled to make partial deliveries and/or partial performance. Any delay in delivery or performance, whether partial or in full, shall not entitle the Customer to cancel the relevant order.



TTAS shall be entitled to immediately postpone or cancel delivery of Products or performance of Services contained in any order acknowledgement and seek recovery of all damages from the Customer, i.e. costs and expenses (including reasonable legal fees) if the Customer: (i) fails to make payment in accordance with an agreement with TTAS or any of its Affiliates (as defined below); (ii) suspends payment to TTAS or any of its Affiliates; (iii) files for bankruptcy; (iv) enters into liquidation; (v) enters into any form of restructuring; (vi) through other acts or omissions, gives justified cause for concern as to its liquidity; (vii) fails to preserve and protect Confidential Information (as defined in Clause 14.1) disclosed by TTAS; (viii) makes or furnishes to TTAS any false, misleading or otherwise materially inaccurate warranties, representations or information, (ix) breaches any of the clauses related to compliance, sanctions or export control under Clause 15 or 17 or (x) is in material breach of any of its other obligations hereunder

### **3. ORDERS**

The provisions of the GTCS shall apply to any and all orders and amendments thereto placed by the Customer to TTAS in relation to the Products and Services and for which there is no reference to a specific agreement entered into by the Parties. The Customer's standard terms and conditions of purchase or any similar terms and conditions are expressly excluded under this GTCS, notwithstanding any provision to the contrary in such Customer's standard terms and conditions of purchase. An order shall become binding upon the Parties, at the date and time of the issuance by TTAS of, and on the conditions contained in, an acknowledgement of such order in written form..

If appropriate, orders shall be placed in accordance with the relevant ATA specifications and will be administered in accordance with ATA specifications in force as of the date of said order. Orders placed by the Customer shall include all appropriate information including but not limited to the part number, description and quantity of the Products and Services ordered, the order number, the delivery schedule and TTAS's price, as available.

TTAS may apply a minimum order line value or quantity and/or standard package quantity to any order. TTAS may at its sole discretion and for any reason accept or reject orders without incurring any liability.

Any cancellation, modification and/or reduction in the terms and conditions of an order by the Customer after TTAS has issued an acknowledgement is subject to prior written approval of TTAS. Cancellation, modification and/or reduction of the order by the Customer is subject to TTAS being fully indemnified by the Customer against all costs connected.

In the event TTAS no longer holds distribution rights to a Product, the production of a Product is terminated, or a Product can no longer be provided by TTAS, TTAS shall be permitted to cancel any relevant quotation or order, and TTAS shall have no further obligations to sell or support the Product.

In the event that a change of a Product from the OEM results in a changed price or other change in terms, such change shall be advised to the Customer, and the Customer shall inform TTAS without undue delay if such change is acceptable. If the change is not acceptable, the Product in question may be cancelled by the Customer from an order without further liability to the Customer.

TTAS shall not incur any liability or be obligated to pay any compensation to the Customer in the event a quotation or order is cancelled

### **4. ACCEPTANCE**

Claims for shortages or damages to the Product and/or performance of a Service, caused by TTAS must be reported immediately upon discovery and in any case received by TTAS in written form no later than thirty (30) days after delivery of the Products or performance of the Services. In case the Product is installed on an aircraft, or into bigger assemblies or components, the Product shall be deemed accepted whether the above mentioned period of thirty (30) days has expired or not. After this period, and even in the absence of a formal acceptance document, the Products and Services are deemed accepted by the Customer.

### **5. TRANSFER OF TITLE**

Title to the Products delivered to the Customer shall remain with TTAS until full payment of the entire purchase price, including principal and interest, fees, liquidated damages, and penalties, if any, has been received by TTAS.



## 6. RETURN OF PRODUCTS

The Customer is not entitled to return any Product unless prior written consent is received from TTAS. Products for which the Customer has received written consent to return must be returned to TTAS's designated warehouse within FIFTEEN(15) calendar days from TTAS's consent of the return.

The Customer shall be responsible for all risks of loss and damage associated with the return of Products and shall indemnify TTAS against all costs and expenses related thereto, unless covered by Clause 10 (Remedies) or Clause 11 (Warranty). Further, the return of Products may be subject to a fee imposed by TTAS.

TTAS shall issue a credit note equal to the invoiced amount of the Product returned according to Clause 6.1, provided, however, such credit note may include a deduction for any return fee and any cost incurred by TTAS in relation to the return of Products.

Returned Products shall only be accepted after TTAS has established by inspection that: (i) the Products are in new and unused condition and in original packing or packaging; (ii) full traceability has been maintained; (iii) the Products have been stored under suitable environmental conditions; and (iv) the Products have not suffered any damage in transit. TTAS reserves the right to reject the returned Products.

## 7. PRICES

Prices for the Products and Services are available in TTAS catalogue or provided upon the Customer's request.

All prices are net and FCA, as applicable pursuant to Clause 3 above. All prices are exclusive of any taxes, duties, charges and fees that may be levied in connection with the performance of any order to be paid by the Customer.

TTAS reserves the right to charge the Customer for any costs associated with special requests made by Customer.

Unless revoked by TTAS, any quotation issued by TTAS constitutes a firm and valid offer for thirty (30) days from the date of the quotation subject to prior sales, except for requests received within the last thirty (30) days of a calendar year, in which case TTAS's quotations are valid until the end of such calendar year, unless otherwise stated in the quotation. However, any quotation is subject to availability depending on requested quantity and available stock at the time of the order acknowledgement.

Invoices for Products and Services shall be at the price indicated in the order acknowledgement.

TTAS reserves the right to adjust its prices at any time in case of errors or omissions by TTAS or for reasons outside TTAS's control, including but not limited to: (i) changes in TTAS's purchase prices; (ii) changes in manufacturing costs, taxes, duties, transport charges, or wages; and (iii) currency fluctuations.

## 8. TERMS OF PAYMENT

Unless otherwise expressly stated by TTAS, payments shall be made no later than thirty (30) days from date of issuance of the invoice, and the value date on which such payment is credited to TTAS's account shall fall within this thirty (30) day period. When partial deliveries are made, payments shall become due in accordance with the relevant invoices.

Upon written request by TTAS, the Customer shall immediately provide satisfactory evidence to TTAS that it will be able to make payment of the price of the Products and Services when such payment is due. TTAS reserves the right to suspend delivery of Products and Services until such evidence is provided.

Late payment will be subject to additional admin charge 21% from the late fee 1.5% per month if not received by TTAS from the due invoice date.

Payments shall be made to the account specified in the invoice in immediately available funds and in the quoted currency. TTAS does not accept physical payments (e.g. checks, cash or money orders) submitted or sent directly to TTAS's office locations or directly to any employee or representative of TTAS. If payments are remitted via credit card, TTAS reserves the right to charge an additional fee to cover the extra cost associated with credit card transactions.

If any payment due to TTAS is not received on the due date, without prejudice to TTAS's other rights (including but not limited to the right to claim for payment of any outstanding amount and to cease deliveries to the Customer without prior notice), TTAS shall be entitled to additional administrative 21% and interest for late payment, calculated on the outstanding amount starting



from and including the due date of payment up to and including the date when the payment is received by TTAS at a rate equal to one and a half percent (1.5%) per month (or the maximum amount permitted by law, whichever is higher). All such late payment interest shall be compounded monthly and calculated on the basis of the actual number of days elapsed in the month assuming a thirty (30) day month and a three hundred sixty (360) day year.

In case of late payment, TTAS reserves the right to charge a fee per invoice corresponding to charges for late payment recovery.

All payments due to TTAS shall be made in full, without set-off, counterclaim, deduction, or withholding of any kind. The Customer shall ensure that the sums received by TTAS shall be equal to the full amounts expressed in the invoice, without deduction or withholding on account of and free from any and all taxes, levies, imposts, dues, or charges of whatever nature. If the Customer is compelled by law to make any such deduction or withholding, the Customer shall pay such additional amounts as may be necessary in order that the net amount received by TTAS after such deduction or withholding shall be equal to the amount which would have been received in the absence of such deduction or withholding, and pay to the relevant taxation or other authorities within the period for payment permitted by applicable law, the full amount of the deduction or withholding.

The Customer shall notify TTAS within two (2) weeks from date of the issuance of an invoice if any part of the invoice is disputed. However, no claim shall give the Customer any right to suspend any payments due to TTAS.

TTAS may at any time set-off any liability of the Customer to TTAS against any liability of TTAS to the Customer, whether or not either liability arises under the GTCS. Any exercise by TTAS of its rights shall not limit or affect any other rights or remedies available to it under the GTCS or otherwise.

## **9. QUALITY**

TTAS's Certificate of Conformance (COC) or copies of the applicable original certificates EASA FORM 1 or FAA 8130-3 or MFG COC or OEM COC shall be supplied with all new Products.

Test reports or other documentation from the relevant OEM can be made available upon request and may be subject to a fee.

The Customer and/or its representatives shall have reasonable access to TTAS's facilities to audit the applicable quality standards and procedures upon prior written agreement. Any such audit shall take place during normal working hours (Monday through Friday) without disrupting TTAS's business, and all costs associated with such audit shall be borne by the Customer.

## **10. REMEDIES**

In the event the Customer makes a claim for damage to a Product or performance of a Service per Clause 4.1, TTAS's sole and exclusive liability to the Customer, at TTAS's discretion, shall be to (i) remedy of the Products and Services, (ii) replace the Products and Services, or (iii) issue a credit note equal to the invoiced amount of the Products and Services, provided that TTAS's examination of such Products and Services as applicable shall disclose to TTAS's satisfaction that such alleged damage actually exists and is not caused by accident, misuse, neglect, alteration, improper installation, repair or testing of such Products and Services.

## **11. WARRANTY**

If TTAS has obtained a supplier or OEM warranty, in its capacity as buyer of all or part of the Products which are sold to the Customer, TTAS shall transfer to the Customer any remaining portion of such warranty, provided such warranty is transferable.

Unless TTAS has been granted extended warranty administration rights by the relevant supplier or OEM, any claims for warranty shall be addressed directly to TTAS's relevant supplier or the OEM by either the Customer or the ultimate customer ("end-user"). Upon request, TTAS shall inform the Customer of the relevant supplier's or OEM's contact information. When acting as a warranty administrator on behalf of a supplier to TTAS or an OEM, TTAS may apply a fee for handling the Customer's warranty claim.

TTAS does not assume any responsibility or make any warranty with respect to used Products, sold or used under or as a result of the GTCS.



## 12. LIMITATION OF LIABILITY

applicable law or regulation (including export control law and regulation), or the Customer's failure to comply with the GTCS.

## 14. CONFIDENTIAL INFORMATION

All proprietary information contained in the Products and Services and their respective documentation, including but not limited to patent, copyright, drawings, formulae, data, model, descriptions, studies, codes and/or other information relating to the design, assembly, composition, manufacture, performance, application, or operation of the Products and Services, and/or any information marked as "Proprietary", "Confidential" or with similar marking or denomination or all information that the Customer knows or should reasonably know is confidential (collectively, the "**Confidential Information**") is and will remain the exclusive property of TTAS and/or its Affiliates, as the case may be. Those proprietary rights will also apply to any translation into a language or languages or media that may be performed or caused to be performed by the Customer, if so authorised by TTAS.

Notwithstanding what is otherwise provided in the GTCS, TTAS assumes no liability for any claims, including losses or damages suffered as a result of: (i) any errors or omissions in any and all agreements including but not limited to quotations, proposals, contracts, order acknowledgements, and amendments thereto; (ii) any failure, delay or partial or imperfect performance in connection with any communication or messages to the Customer; (iii) errors in e-commerce transactions due to breakdown in communication lines either at the Customer's end or at TTAS's end; and (iv) infringement of patents or any industrial or intellectual or other similar proprietary rights under the GTCS.

The Customer shall limit access to Confidential Information to its employees solely having a need to know and shall not use it for any other purposes than those for which the Confidential Information has been communicated.

Confidential Information is supplied to the Customer for the sole use of the Customer who shall not disclose it or any part thereof to any third party without prior written consent of TTAS, save as permitted herein. Nevertheless, when disclosure of Confidential Information is required pursuant to any mandatory government or legal requirement imposed upon the Customer, the Customer shall give TTAS prompt notice of any such request for disclosure, in due time, so that TTAS may seek an appropriate protective order.

The Customer shall protect the Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information, but in no instance shall such standard be less than reasonable care for highly sensitive data.

Data pertaining to the operation, maintenance, configuration and/or modification of aircraft that is made available to TTAS in the frame of the supply of the Products and Services can be shared by TTAS with its Affiliates, suppliers, co-contractors, partners, advisors and agents, bound by confidentiality obligations, who can, as can TTAS, and until otherwise notified by the Customer by registered mail to TTAS, use, analyse, aggregate, process, duplicate, transfer, modify, combine those data with other data and develop derivative works with such data, including for other purposes than the provision of the Products and Services. The provision of data to TTAS shall not be construed as relieving the Customer from any liability with respect to the aircraft, notably their operation, maintenance, airworthiness and with respect to the use of the data generated by such aircraft. Subject to applicable laws, regulations and contracts, TTAS shall in particular be under no obligation to analyse any data and/or make reports to the Customer, the operator and/or the owner of the aircraft.

## COMPLIANCE WITH LAWS, RULES AND REGULATIONS

TTAS's liability is in any case limited to direct and proven losses or damages not to exceed the invoiced amount for the Products and Services which give rise to the claim. To the extent permitted by law, these limitations and exclusions shall apply regardless of whether liability arises from breach of contract, indemnity, warranty, tort, operation of law, or otherwise.

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF TTAS (AS "TTAS" IS DEFINED IN CLAUSE 12.4 FOR THE PURPOSES OF THIS CLAUSE 12) AND THE REMEDIES OF THE CUSTOMER SET FORTH IN THE GTCS ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF TTAS AND RIGHTS, CLAIMS AND REMEDIES OF THE CUSTOMER AGAINST TTAS, EXPRESS OR IMPLIED HOWSOEVER, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS AND SERVICES DELIVERED UNDER THE GTCS INCLUDING BUT NOT LIMITED TO: (I) ANY WARRANTY AGAINST HIDDEN DEFECTS; (II) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (III) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (IV) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, WHETHER IN CONTRACT OR TORT AND WHETHER OR NOT ARISING



FROM TTAS'S NEGLIGENCE, ACTUAL OR IMPUTED; AND (V) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCTS AND SERVICES. TTAS SHALL HAVE NO OBLIGATION OR LIABILITY, HOWSOEVER ARISING, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY PRODUCTS AND SERVICES DELIVERED UNDER THE GTCS.

FOR THE PURPOSES OF THIS CLAUSE 12, "TTAS" SHALL INCLUDE TTAS, ANY OF ITS SUPPLIERS AND SUBCONTRACTORS, AND ANY OF THEIR RESPECTIVE INSURERS.

### **13. INDEMNIFICATION**

The Customer shall, except in the case of wilful misconduct and/or gross negligence of TTAS, be solely liable for and shall indemnify and hold harmless TTAS, from and against all liabilities, claims, damages, costs, and expenses incident thereto or incident to successfully establishing the right to indemnification (including reasonable legal expenses and attorneys' fees) for injury to or death of any person (excluding the directors, officers, agents and/or employees of TTAS) and/or for loss of and/or damage to any property (including the aircraft for which the Products and Services are provided) and/or for loss of use thereof arising out of, caused by or in any way connected with any Product and Service, including but not limited to the Customer's use or misuse of any Product and Service, the result of the Customer's failure to comply with any

### **14. SANCTIONS AND EXPORT CONTROL**

The Customer undertakes to use any Product and Services procured for the purposes of commercial aviation and that, unless authorized by all necessary Sanctions and Export Control Laws, it will not directly or indirectly sell, import, export, re-export, lease, or sublease (i) to (a) any country which is the subject of commercial, economic or financial restrictions according to any applicable Sanctions and Export Control Laws and/or (b) any Sanctioned Person; and/or (ii) in any way that would cause TTAS to be in violation of any applicable Sanctions and Export Control Laws.

If the Customer sells, leases, subleases, disposes of, transfers control of any part thereof, or novates or assigns any of its rights and/or obligations under these GTCS, to any third party, then the Customer shall cause, and shall ensure that, such third party agrees to be bound by sanctions and export control provisions on substantially the same terms as set forth in this Clause 17.

The Customer shall upon request provide any information related to the compliance of applicable export control law, such as end-use certificate and proof of delivery, e.g. a delivery verification certificate.

### **15. FORCE MAJEURE**

TTAS shall not be responsible for any delays or interruption in the performance or non-performance or incorrect performance of any order and more generally of any of its obligations hereunder due to any event which is beyond TTAS's control, including but not limited to: acts of God or the public enemy, natural disasters, fires, floods, explosions or earthquakes, serious accidents, total or constructive total loss; any law, decision, regulation, directive or other act of any government or of any international authorities and/or organizations or of any department, commission, board, bureau, agency, court; any regulation or order affecting the supply of Products and Services; war, riots, cyber-attacks, failure of transportation, strikes or labour troubles causing cessation, slowdown or interruption of work, delay after due and timely diligence to procure materials, accessories, software, equipment, parts and documentation.

Notwithstanding any other provisions of the GTCS, TTAS shall be entitled to cancel an order by notice in writing to the Customer if material performance of an order is delayed more than three (3) months by reason of any of the events set forth in Clause 18.1.

### **16. NOTICES**

Any notice or communication required to be given under the GTCS shall be in writing in English and may be served either by personal delivery or by prepaid registered or certified letter, internationally recognized courier (e.g. DHL or UPS), or email to the registered or principal office of the Party in question. Any such notice sent by letter shall be deemed to have been served five (5) business days after posting or in the case of personal delivery or email, on the date of delivery or transmission as the case may be (in the absence of clear evidence to the contrary).

If the Customer changes company name, form of incorporation, address, contact details and/or bank details, it shall inform TTAS of the same without undue delay.



## **17. SEVERABILITY**

Any provision of the GTCS that is prohibited by or unlawful or unenforceable under any applicable mandatory law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the GTCS and rendered ineffective so far as is possible without modifying the remaining provisions. The Parties agree to replace, so far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the invalid provision, but which is not prohibited, unlawful or unenforceable. The invalidity in whole or in part of any provisions of the GTCS shall not void or affect the validity of any other provision.

The GTCS contains the entire agreement between the Parties and no side letter, attachment, amendment or variation shall be of any effect unless in writing and duly signed by both Parties.

## **18. NO WAIVER**

The failure of either Party to enforce at any time any of the terms of the GTCS or to require performance of the same by the other Party shall in no way be construed to be a present or future waiver of the relevant terms. Any waiver of rights shall only come into effect if made in writing and signed by duly authorized representatives of the Parties