

## A J WALTER AVIATION LIMITED STANDARD TERMS AND CONDITIONS (AJW AS CUSTOMER OR PURCHASER)

### 1. RECITALS:

AJW is in the business of, amongst other things; (i) Specialist in the supply, exchange, repair and lease of commercial aircraft spare parts, and (ii) Asset management and Logistics services. These Standard Terms govern the terms on which AJW agrees enter into any purchase or procurement agreement with the Supplier, and Supplier agrees to be exclusively bound by these Standard Terms and Conditions (the “**Standard Terms**”). These Standard Terms prevail over any standard terms and conditions referenced by Supplier in its invoice or other documentation. For the avoidance of doubt, acceptance by AJW of the Supplier’s invoice shall not constitute acceptance by AJW of any standard terms and conditions of the Supplier. If a conflict arises between any of the terms in the following documents the order of precedence shall be (i) any written agreement signed by both parties, including but not limited to a general terms agreement, as amended from time to time; (ii) any written terms on the face of the Order or Order; (iii) these Standard Terms.

### 2. DEFINITIONS

“Affiliates” means entities that control, are controlled by or are under the common control of a Party to this Agreement; “AJW” means A J Walter Aviation Limited; “Customer” means a customer of AJW; “Order” shall mean a purchase order or repair order raised using AJW’s purchase order or repair order form; “Part(s)” means any aircraft or engine parts Supplied by the Supplier to AJW or returned by Supplier to AJW following Repair under these Terms and Conditions; “Party” shall mean AJW on the one part and the Supplier on the other part (together the “Parties”); “Repair(s)” means any repair or overhaul completed by the Supplier pursuant to an Order; “Services” means any repair services or other services Supplied or to be Supplied by the Supplier to AJW pursuant to these Terms and Conditions; “Specifications” means the description of the Parts and or services agreed in writing or contained in or referred to in the Order; “Supplier” shall mean the party providing Parts and / Services; and “Supply” and “Supplied” shall include the supply of services and the sale, leasing or hiring of Parts, as the context so requires.

### 3. GENERAL

Any Order is an offer to the Supplier to enter into a contract on the terms stated in these Terms and Conditions. By delivering or agreeing to deliver the Parts or Services to AJW specified in an Order, the Supplier agrees to be exclusively bound by the terms and conditions contained in the Order and in these Standard Terms and Conditions which govern the purchase of Parts by AJW from the Supplier and the provision of Services by the Supplier to AJW. These Terms and Conditions may only be varied by a document signed by a director or other duly authorised officer of AJW and no other employee or agent has any authority to alter or qualify these Terms and Conditions in any way. If a conflict arises between any of the terms in the following documents the order of precedence shall be (i) any written agreement signed by both parties, including but not limited to a general terms agreement, a loan agreement or an exchange agreement, each as amended from time to time; (ii) any written terms on the face of the Order; (iii) these Terms and Conditions. Supplier hereby agrees, upon request by an AJW Affiliate, to supply Parts or Services to any AJW Affiliate in accordance with these Terms and Conditions. At AJW’s request, Supplier hereby agrees to provide or, in the event the Supplier is not the manufacturer/OEM of the Parts, Supplier shall arrange for the manufacturer to provide, notarised written evidence in the form requested by a Customer that AJW has been granted all the rights necessary to fulfil its obligations to the Customer in respect of the Parts including but not limited to the supply and support of the Parts. Supplier shall retain documented information for a minimum period of 7 years at the end of which Supplier shall dispose of such documentation in an appropriate manner. Supplier shall grant a right of access to AJW, AJW’s customer and any regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. Supplier shall ensure that persons are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behaviour.

### 4. ORDERS

- 4.1 The Supplier undertakes not to accept any Order without an Order reference number. AJW accepts no liability for any order, verbal or otherwise, unless subsequently confirmed by an official Order, authorised by AJW. AJW may place Orders for the Parts or Services by email, by fax or in any other mutually agreed way. Upon acceptance of the Order, the Supplier agrees to provide AJW with Parts or Services in compliance with clauses and provisions specified in the Order as well as these Terms and Conditions. Specific terms in an Order may include, but is not limited to, any specific certification requirements, statements of work or compliance and pre-defined scope of work.
- 4.2 The Supplier shall Supply all Parts and Services in accordance with any delivery times/TAT specified by AJW in an Order. Time shall be of the essence and AJW may refuse to accept delivery of any Parts or Services not delivered within the specified time and cancel the Order. Supplier shall deliver in such volumes specified by AJW in an Order at no cost to AJW.
- 4.3 The Supplier shall accept all Orders within 24 hours by written confirmation indicating Order reference number, line item and confirmation of delivery times/TAT and where the Supplier fails to provide such confirmation or the confirmation is not in the form required, the Order shall be deemed accepted after the 24 hours have elapsed. This confirmation, any future delivery notes and invoices shall be issued in the same form as the Order in particular, the line items on such correspondence shall correspond exactly with the Order including part numbers, descriptions and price. AJW reserves the right to amend or cancel Orders after acceptance by the Supplier or delivery to AJW. Subject to Clause 4.4 below, in the event of cancellation of any Order after acceptance by Supplier for reasons other than those stated in Clause 13 or Clause 4.4, Supplier shall be compensated by AJW of all appropriate and substantiated costs incurred by Supplier up to the date of cancellation, however, Supplier shall use its best efforts to mitigate the extent of such costs.
- 4.4 Notwithstanding Clause 4.3 above, in the event the Customer of AJW cancels its order with AJW for the Parts or any part thereof, AJW shall have the right to cancel its Order with the Supplier without further liability and require the Supplier to (i) immediately cease providing the Parts and services for AJW in respect of the Order, and (ii) make the necessary arrangements to collect any Parts or part thereof delivered by the Supplier from the site advised by AJW;
- 4.5 In respect of (i) Repair Order Supplier shall not use any PMA material in any Repairs or DER/non CMM Repairs without obtaining prior authorization in writing from AJW and (ii) purchase Orders Supplier shall not supply a Part with PMA material or which has been the subject of a DER repair without prior written consent of AJW;
- 4.6 The Supplier shall plan, implement, and control processes, appropriate to the organisation and the Parts for the prevention of (i) counterfeit or suspect counterfeit Parts use and their inclusion in Parts delivered to AJW, and (ii) the release of unapproved and suspected unapproved Parts. Any costs or losses arising out of a failure to comply with above shall be the responsibility of the Supplier.
- 4.7 Supplier shall not charge any AOG fees to expedite Orders without prior written consent of AJW.

### 5. PAYMENT TERMS

- 5.1 Where a fixed purchase price is specified in the Order the price for the Parts shall be fixed and firm, and no form of surcharge or over and above shall be added or variation made. Where a purchase price is specified in the form ‘not to exceed \$x’, AJW shall not be liable to pay sums in excess of the amount specified. The Supplier shall be entitled to submit an invoice for the supply of Parts and/or Services as soon as delivery has been completed.
- 5.2 INVOICES in respect of Parts and Repairs, MUST BE SENT TO: [payableinvoices@ajw-group.com](mailto:payableinvoices@ajw-group.com) and;
- 5.3 The Supplier shall not be entitled to invoice AJW, and AJW shall have no liability to the Supplier and shall not be obliged to pay the Supplier, for any Order and/or Services that are not invoiced within 60 days of the date on which the Order and/or Service was completed.
- 5.4 AJW PAYMENT TERMS ARE 60 days from date of Invoice.



