

STANDARD CONDITIONS OF SALE - SPECIFIC ANNEX APPLYING TO TRAINING SERVICES AND TRAINING ITEMS

E1 - GENERAL

This Specific Annex is applicable to sale of Training Services performed and/or Training Items delivered by the Seller to any Customer in order to maintain and/or operate Helicopters.

E2 - ORDER SPECIFICITIES

E2-1 General

The Customer shall issue an Order to the Seller with the following information, if relevant:

- o Order/Contract number
- o Description of Training Services: type, number of trainees / Training Items
- o Price
- o Estimated date for performing the Training Service
- o Language and location
- o Invoice address and VAT number

The content and the time schedule of the training courses shall be confirmed at the time of signature of the Contract, at Customer's request and depending on Seller's instructor, Helicopter and/or simulator availability, as per the provisions defined in article 3 of SCS.

All living, travelling and accommodation expenses of the Customer's trainees shall be at Customer's expense.

Unless otherwise specified in the Contract, the price of the Training Services includes instructor's expenses such as daily expenses, rental car and the accommodation but excludes instructor's travel expenses such as airline ticket, subject to Quotation.

Training Means means the Helicopter, the tools, the simulator, the infrastructure and the equipment used by the Seller to perform the Training Service(s).

E2-2 Order modification by the Customer

Any change requested by the Customer shall be subject to mutual written agreement and to an adjustment of the total price of the Training Services, required payments and delivery time.

E2-3 Order cancellations

The Seller reserves the right to cancel any training courses that does not meet the minimum enrolment quota defined in the Purchase Order. The Customer will be notified of the cancellation at least thirty (30) days prior to the scheduled dates of the training session. The Customer cannot claim any compensation related to the Seller's decision. In such a case and provided that the failure to meet the minimum quota is not to no fault of the Customer, the Seller may propose other training session or reimbursement of the payment already made by the Customer.

After receipt of the Order Confirmation, should the Customer decide to cancel a confirmed training course and unless otherwise specified in the Contract, the Seller reserves the right to apply the following penalty, depending when the cancellation notification is received by the Seller before the beginning of the training courses:

- o more than forty six (46) calendar days: the Customer will reimburse all costs (including but not limited to administration fees) incurred by the Seller or which the Seller could not avoid incurring (including termination indemnities if any);
- o between forty five (45) to thirty one (31) calendar days: thirty (30) per cent of the total amount of the cancelled Training Service or the costs here-above described if those are greater than the thirty (30) per cent of the total amount of the cancelled Training Service;
- o less than thirty (30) calendar days: one hundred (100) per cent of the total amount of the cancelled Training Service.

E3 - TIME SCHEDULE AND TRAINEE ATTENDANCE

The Training Services shall be performed in accordance with the contractual delivery schedule. Adherence to the delivery date is conditioned by the Customer fulfilling all of its contractual obligations.

Should a trainee be late for or absent from any course of the training session, the Seller may propose, at Customer's request and expense, another training slot depending on the availability of the Helicopter, simulator and/or instructor. If agreement cannot be reached, the provisions defined under article E2-3 and/or article 14.2 of SCS shall apply. Should the Customer refuse to do the proposed training slot, the Seller reserves the right not to warrant the completion of the full training courses.

Changes to the training session planning requested by the Seller up to sixty (60) days prior to the beginning of the scheduled session if not agreed differently, bad weather conditions and/or technical failure of the Training Means shall be considered as an excusable delay. The non-respect by the Customer of the minimum enrolment quota defined in the Contract shall not be considered as an excusable delay.

E4 - LOCATION

The Seller will provide training courses at the Seller's premises and/or at the location designated by the Seller.

The Customer shall fully comply with the provisions of any applicable internal rules enforced in the Seller's designated training centre, including but not limited to the wearing of the Seller identity badge, the respect of the safety procedures, the wearing of appropriate working clothes including but not limited to safety shoes when applicable which are posted inside and/or outside the classrooms and the respect of the security rules. If the Customer is unaware of the Seller's internal rules and those regulations dedicated to safety at work, the Customer shall address all related questions in writing to the Seller prior to the beginning of the first course day.

The Customer's trainees shall also fully comply with the applicable law in the Seller's country.

The Customer shall be responsible for loss of and damage to the Seller's property and to the Customer's Training Means and personnel, at all times while at the Seller's facilities, except for cases of gross negligence or wilful misconduct of the Seller.

Upon Customer's request, the Seller may provide training courses in Customer's premises or other location selected by the Customer. The Customer shall ensure prior to the agreed date of the Training Services that its organization for training complies with the Seller's quality standard here-above described. In such a case:

- o the Customer shall provide an appropriate classroom (beamer, white board, chairs, tables, sufficient space and protection from prevailing weather elements e.g. air conditioning) to ensure a proper operation of all training. The Customer shall ensure that the Seller staff receives an adequate briefing concerning safety-at-work (escape way, first-aid facilities, emergency telephone code, local risks) and is provided with all necessary means to guarantee a safe working environment. Moreover, the Customer shall provide maintenance installations (maintenance hangar, repair shop) according to international standard;
- o the Customer will be asked to fill, sign and return a site survey report for the Seller to assess if the training can be performed at the site selected by the Customer; depending on the type of training, the Seller may carry out a survey at the Customer's premises or other location selected by the Customer;
- o should the Seller evaluate and/or identify the training conditions of Customer's site are inappropriate to conduct the Training Services, the Seller reserves the right to postpone the Training Services at Customer expense or cancel said training and apply provisions of article E2-3 and/or article 14.2 of SCS;
- o in case the Seller provides training components and/or tools, the Customer will be invoiced for the related shipment expenses. All related customs expenses or clearances shall be borne by the Customer.

E5 - ADMINISTRATIVE CONDITIONS

In order to be granted access to the Seller's premises, no later than sixty (60) calendar days prior to the beginning of the training session, the Customer shall provide the Seller with

- o a list of the trainees's names

- o a copy of the passports or identity cards
- o trainee questionnaire and/or enrolment forms completed
- o a copy of the qualifications/diploma
- o a copy of the valid flight license for the pilots
- o a copy of the current medical certificate for the pilots

The Seller's trainee questionnaire and/or enrolment form detailing the background and the professional experience of the pilots and/or the technicians will be completed by the Customer and forwarded to the Seller at the same time. The registration of each trainee will be done in preference using the "on line" form when applicable.

Should the Customer fail to fulfil the administrative conditions before the start of the training session, the Seller reserves the right to postpone said session at Customer expense or cancel it and apply the provisions defined under article E2-3 and/or article 14-2 of SCS.

Any trainee assigned by the Customer to follow a training session shall have the prerequisite experience and the appropriate qualification as described in the syllabus of the training courses provided by the Seller. The Customer shall be responsible for the proficiency level of the trainees. The Seller reserves the right to refuse to train any pilot or technician not meeting those requirements or to not deliver the course certificate for the said trainee.

The course certificate shall be issued to trainees having successfully passed the qualification tests after full payment of the Training Services. Trainees who fail the final qualification tests will only receive an attendance certificate. To obtain a training completion certificate in view of qualification by the relevant aviation authority, said trainee will have to attend new training courses and pass the qualification tests. In such case, the Customer will have to order new training courses.

E6 - LANGUAGE

The training courses will only be provided to trainees fluent in English unless otherwise agreed in the Contract (eg: Test of English for International Communication (TOEIC): score of 605 – 780 recommended, score of 405 - 600 required as a minimum or equivalent).

All the training courses and the appropriate documentation will be provided in English, unless otherwise agreed in the Contract.

For any other language, should the Customer request the service of an Aeronautical Specialist Interpreter (ASI), all expenses related to this additional service will be at the Customer's expense.

Should the Customer provide its own interpreter, the Seller will require that the applicant meets the Seller's pre-defined standards and will evaluate its abilities prior to use its services and reserves the right to use the services of a validated ASI; all expenses related to this additional service will be at the Customer's expense.

The interpreter shall remain under the responsibility of the Customer. The Seller will not be held responsible for the quality and accuracy of the translation. As an interpreter cannot be considered as a trainee, the Customer's attention is drawn to the fact that there may be special administrative requirements regarding the interpreter's admission as a non-national worker. Such requirements will remain under the responsibility of the Customer. The latter shall obtain all necessary authorizations for the interpreter in due time with the eventual help of the Seller.

E7 - MODIFICATION OF THE CONTENT OF THE TRAINING SERVICES BY THE SELLER

The Seller may carry out modifications to the content of Training Services pursuant to new regulation requirements without the consent of the Customer and where the modifications do not affect the price and/or schedule. If modifications affect the price and/or duration of the Training Services, and/or delivery date the Seller and the Customer shall agree on the consequences in the Order. If the Parties fail to reach an agreement within one (1) month, the Seller shall be entitled to terminate the Contract under the conditions stated in article 14.2 of SCS.

The Seller may perform the Training Services at its convenience, notably regarding the use of the Training Means for as long as the training objective and/or regulation requirements are reached and price and/or duration of the Training Services, and/or delivery date is not affected.

E8 - TRAINING MANUALS

The training manuals will be provided on electronic device. The electronic device is made available for the duration of the training and

the trainee has to return it to the Seller at the end of the course. An electronic version of the training manuals will be given to each trainee at the end of the training courses. Hard copy may be proposed at Customer's request and expense.

Any training material such as but not limited to handouts, training manuals, training handbook and/or notes supplied by Seller to the trainee during training courses are not part of the official documentation required by the aviation authorities and cannot be used in any form for satisfying regulatory obligations.

The Seller grants to the Customer a non-exclusive non-transferable, non-exclusive and free licence to use any software used during the training session.

The Customer's trainee may receive a training package including trainee handbook, software and/or application. The licence does not entitle the Customer to receive free of charge updates of such training package.

The Seller retains all proprietary rights in all designs, engineering details and other data or information pertaining to the software and the training manuals. Unless prior written approval is obtained from the Seller, all data and information received from the Seller shall be held in confidence by the Customer trainee. They shall not at any time be made available or disclosed in any form to any person or entity other than the Customer trainee(s) and employees and only to the extent that such disclosure is reasonably necessary to the Customer's use of the helicopter.

The Customer agrees not to install or use the software on any computer or other hardware than those in which it was originally installed.

E9 - FLIGHT TRAINING SERVICES

E9-1 General

Flight Training Services shall be performed on a Helicopter provided by the Customer unless otherwise agreed.

The Customer shall provide the Seller with all the support needed to obtain validation by the relevant aviation authorities of the instructor's licence. If this validation is not granted at least one (1) week prior to the beginning of the planned training activities, the Seller will be entitled to postpone the Training Services at Customer expense when consecutive to Customer's negligence or to cancel said training and apply the provisions of article 14-2 of SCS and/or article E2-3.

The Customer undertakes to put the Helicopter at Seller's disposal in operational and airworthy conditions required to perform the in-flight training courses. If the Customer fails to comply with these obligations, the Seller will be entitled to postpone the Training Services at Customer expense or to cancel said training and apply provisions of article E2-3 and/or article 14.2 of SCS.

Flight training courses shall be carried out under the responsibility of a Seller's pilot acting as pilot in command. The pilot in command retains the right of final acceptance of flight crew members (including pilot trainees) for the flight training activities.

Only personnel strictly necessary for training purposes and duly authorized by the Seller can be on board during the flight training activities.

Unless otherwise stated in the Contract, the number of flight hours to be performed on the Helicopter provided by the Customer is based on the minimum requirement to get the expected proficiency level. Should this number of flight hours need to be increased, prolonged usage of the Helicopter will be granted by the Customer.

Expenses related to technical assistance, fuel, landing fees and any other tax applicable shall be borne by the Customer.

Responsibility of final release to service of the Helicopter remains with the Customer.

The Helicopter and the Customer's personnel involved in the flight training courses shall be specifically insured by the Customer against the risk of damage and injury on ground and during the flight training time frame. Consequently, the Customer and its insurers waive any claim against the Seller for such damages and for material damage to the Helicopter; they also accept to name the Seller as additional insured on its liability coverage. At the time of the signature of the Contract or at the latest ten (10) days before flight training start, the Customer shall provide the Seller with a certificate of insurance containing this specific provision.

E9-2 Flight Training Services performed on Seller's Helicopter

In case of flight Training Services performed on a Helicopter provided and at a location designated by the Seller:

- The Seller shall be responsible for insuring the Helicopter and its personnel.
- The maintenance and release in service of the Helicopter remain under the responsibility of the Seller.
- The Customer shall be responsible for insuring its personnel.

E10 - TECHNICIAN TRAINING

For Training Services dedicated to technicians, the Customer shall ensure availability of the Helicopter during the complete training course. During the training, any practical task will be performed with care and in accordance with the Helicopter maintenance manual.

The instructor will record all the practical tasks performed on the Helicopter. The Customer shall be responsible to release in service all affected components and systems; related costs remain under the responsibility and the expenses of the Customer.

Nevertheless, the Seller shall not be liable and the Customer and its insurers waive any claim for any damage caused to the Helicopter, except demonstrated gross negligence from the Seller's personnel.

E11 - FLIGHT SIMULATOR SESSION AND TRAINING

E11-1 Safety briefing

Prior to performing any training in the simulator, the Customer's trainees shall attend a safety briefing provided by the Seller or the Customer's instructor under condition that the Customer's instructor has operated the simulator in the last ninety (90) days.

E11-2 Dry training conditions

Dry Training means training on simulator excluding the provision of instructor's services or any other service such as travel, accommodations...

The Dry Training solely includes the rental of the simulator.

During the Dry Training session the Customer instructors shall respect the Seller's simulator use procedures.

All trainees performing training on a simulator from/of the Seller must hold a valid and corresponding helicopter type pilot license.

Within two (2) years prior to the Dry Training session, the Customer instructor shall have successfully completed a Seller's simulator interface operating course by one of the Airbus Helicopters approved training center of the Airbus Helicopters network. In any case, a Dry Training simulator session cannot be carried out without the prior qualification of the Customer's instructor by the Seller to use the simulator.

No training program or training documentation is included in the price except otherwise specified in the Quotation or the Contract. The Customer may apply the helicopter procedures of its choice.

The Customer shall remain responsible for ensuring that the relevant aviation authority of its country of origin recognizes the Dry Training sessions provided on the Seller's simulator.

The Customer will be at all times be responsible for the training provided by its own instructor.

The Seller shall not be held liable for the unsatisfactory performance of the trainee in flight after the completion of the Dry Training session.

E11-3 Wet training conditions

Wet Training means training on simulator including the provision of instructor's services by the Seller.

The Wet Training includes the rental of the simulator and the services of the Seller's instructor.

All Seller's Wet Training session, documentation and notes are provided in English, unless otherwise agreed in the Contract.

The Seller will apply the operating procedures as described in the Seller's flight manual and use its own documentation as support of the simulator training session. Nevertheless, the Customer remains responsible for ensuring that the relevant aviation authority recognizes the Wet Training sessions provided on Seller's simulator.

The Seller is approved for providing advanced training to helicopter pilots and improve their general knowledge of the Helicopter. However, the Seller shall not be held liable for the unsatisfactory performance of any individual trainee after the completion of the Wet Training session.

E11-4 Flight simulator availability conditions

The Seller will only use flight simulators qualified by relevant Aviation Authority.

In case of major technical breakdown occurring during simulator training session not due to Customer's negligence and preventing the simulator to be properly operated for the purpose of the training session, the Seller will propose a new training slot within a reasonable period or alternatively reduce the price of the session by a pro-rata amount. Downtime is considered per fraction of five (5) minutes.

A simulator session includes the time necessary to load the mission. The simulator is deemed operative unless the instructor calls for technical assistance and interrupts the session. After each simulator session the Customer shall immediately vacate the training equipment and sign the Seller's logbook.

E12 - TRAINING ITEMS

The Training Items will be Delivered At Place (DAP, INCOTERMS® 2010) at shipping address mentioned by the Customer and in accordance with the contractual delivery schedule.

The Seller will not be held liable for any incompatibility between Training Items and Customer's equipment.

E13 - INDEMNITY

The Customer shall indemnify the Seller in full against all losses, liabilities and claims of whatever nature suffered by the Seller to the extent that the same are caused by or related to:

- loss or damage directly or indirectly occasioned by failure to follow the Seller instructions or misuse or mal-operation or voluntary degradation of the Training Means by the Customer;
- defective materials or Training Means supplied by the Customer to the Seller and used by the Seller in the performance of the Training Services.