

GENERAL REPAIR CONDITIONS

Of

Airfoil Services Sdn. Bhd.

Kota Damansara, MALAYSIA

(HEREINAFTER CALLED "ASSB")

effective 1st January 2020

1. DEFINITIONS, SCOPE, DIVERGENT AGREEMENTS, PARTIAL INVALIDITY

1.1. Definitions:

"Affiliate" means entities that control, are controlled by, or are under common control with the shareholders of ASSB.

"CLP" means the OEM's current catalogue or price list pertaining to parts and components.

"Contract" means the agreement between Customer and ASSB for the provision of Services, including, as applicable, ASSB's repair quote estimate, the agreed scope(s) of work, and ASSB's order acknowledgement, and always subject to these GRCs.

"Customer" means the entity to which ASSB is providing Services under a Contract.

"OEM" shall mean the original manufacturer of the Service Item.

"Service Item" means any equipment or spare part on which the Services are to be performed on.

"Services" means any works to be carried out by ASSB or any agent or subcontractor of ASSB on any Service Item to include overhaul, repair, restoration, maintenance, modification, rectification work and/or investigations (which includes stripping, cleaning and inspection).

- 1.2. These General Repair Conditions ("GRC") shall apply to any Services to be performed by ASSB or any agent or subcontractor of ASSB, whether carried out at ASSB's own facility or elsewhere. Any other general terms and conditions of the Customer or otherwise, shall not apply, even if they have not been expressly rejected in each individual case.
- 1.3. Verbal agreements and subsequent alterations or variations to a Contract including, but not limited to, any warranties regardless of their nature, shall require the written confirmation of ASSB in order to be valid and effective. These GRCs shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written agreement of ASSB.
- 1.4. The invalidity of an Article, a Section, Sub-section or part hereof shall not affect the validity of other parts of or other terms or provisions of these GRCs which shall remain in full force and effect. In such case, the Customer and ASSB shall be obliged to replace the invalid provision by a valid provision that represents the commercial intention of the parties.

2. CONCLUSION OF CONTRACTS AND COSTS ESTIMATES

- 2.1. Any order to provide Services and/or ASSB commencing its Services, shall constitute a Contract for the supply of Services and the Customer's assent to these GRCs applying to such Contract, to the exclusion of any other documents or standard terms of Customer.
- 2.2. Cost estimates and/or quotations for the Services shall be binding only when submitted in writing and expressly marked and agreed as binding by ASSB. The Services performed shall be charged to the account of the Customer even when Service Items are provided to ASSB but no order is finally placed. Subject to Section 7.1 below, the Customer will be notified of all significant variations from the original cost estimate and/or quotation in relation to the Contract and shall confirm its acceptance of such variations within three (3) calendar days after being notified by ASSB. Failing such confirmation or in case of insignificant variations, the variations

shall be deemed accepted by the Customer. ASSB retains the right of ownership and copyright of all cost estimates and/or quotations, drawings and other documents prepared by ASSB, and the Customer undertakes not to disclose the same to any third party and shall return the same immediately to ASSB upon request by ASSB including where no order is placed by the Customer.

- 2.3. ASSB shall be entitled to subcontract or assign any of its obligations in relation to the Contract provided that it remains primarily liable to the Customer for such subcontractor's work.
- 2.4. Except as provided herein, the Customer shall not assign any of its rights and/or obligations under the Contract to any third party without the prior written consent of ASSB, which consent shall not be unreasonably withheld.

3. DELIVERY AND ORDER PROCESSING

- 3.1. The Customer shall deliver the Service Item DDP ASSB Facility in Kota Damansara Malaysia (Incoterms 2010).
- 3.2. Redelivery of the Service Item by ASSB shall be made EXW ASSB Facility in Kota Damansara Malaysia (Incoterms 2010).
- 3.3. The Customer shall be obliged to provide ASSB with all documents and information necessary for the fulfillment of the Contract within three (3) calendar days of ASSB's request for the same.
- 3.4. Service Items which in ASSB's reasonable opinion are not capable of being restored into a serviceable condition or where such restoration is commercially not viable or has failed ("Unserviceable Items") will be returned to the Customer in accordance with Section 3.2. Failure of Customer to arrange for the return of such Unserviceable Items within fourteen (14) calendar days of ASSB's notice to the Customer will result in ASSB, at its discretion, transporting such items to the Customer or disposing of such items, always at the Customer's expense.
- 3.5. Instead of repairing a Service Item (or a part thereof) and in order to expedite the process, ASSB may replace a Service Item (or part thereof) by an equivalent serviceable item ("Exchange Component") without Customer's prior approval. Title to Exchange Components will pass to the Customer and title to the respective Service Item (or part thereof) shall pass to ASSB, upon redelivery of the Exchange Component in accordance with Section 3.2 above.

4. TURN-AROUND-TIME

- 4.1. ASSB will use commercially reasonable efforts to perform the Services within the time indicated by ASSB to the Customer in writing either in the order acknowledgement or otherwise (in either case, "Turn-around Time"). Time shall not be of the essence. If, at any time in the performance of the Services, ASSB foresees a delay in completing the Services within the Turn-around Time, other than from any cause set out in Section 4.3. below, ASSB may at its sole discretions extend the Turn-around Time as it deems fit, and shall inform Customers accordingly.
- 4.2. In the event of delay by the Customer to fulfill his contractual obligations (including his payment obligations), ASSB may at its sole discretion extend the Turn-around Time by the period of such delay.
- 4.3. In the event of delay or failure to perform its obligations by ASSB resulting from events, circumstances or causes beyond the reasonable control of ASSB, such as but not limited to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves invalid, fire, flood, explosion, tempest, accident, disaster, insurrection, war or threat of war, civil disturbance, riots, labour disputes, strikes, lock-outs, unusually severe weather, difficulty in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery, or any other cause whatsoever beyond the reasonable control of ASSB, to the extent that such causes actually affect the performance of ASSB's obligations, the Turn-around Time or any new Turn-around Time(s) as set out in Section 4.1 above shall be extended by a period equal to the period during which performance has been delayed or the obligations have not been performed. If ASSB's performance is delayed for longer than six (6) months counted from the start of the original Turn-around Time, either party may terminate the Contract by

giving notice in writing to the other party. Upon such termination, ASSB shall be entitled to remuneration for work already performed.

- 4.4. The Customer shall not be entitled to claim any damages for losses, expenses, penalties or costs, arising from any delay.

5. PRICES, PRICE REVISIONS AND TERMS OF PAYMENT

- 5.1. The prices applicable to the Contract ("Contract Price") are quoted as net without cash discount or other reductions EXW ASSB Facility (Incoterms 2010). The prices are exclusive of sales tax and/or service tax.
- 5.2. Loading charges and costs of ASSB's standard packing and preservation are included in the Contract Price. Insurance costs, customs charges and other charges including the costs of any special packing over and above ASSB's standard packing, preservation and loading are not included and will be invoiced separately by ASSB to the Customer.
- 5.3. Upon the written request of ASSB, the Customer shall make a down payment on the Contract Price at such time and in such amount as ASSB shall determine in its sole discretion.
- 5.4. Unless otherwise agreed in writing, all sums are due within thirty (30) calendar days of the invoice date. All payments shall be made without any deductions or set-off whatsoever to ASSB's banking account set forth in the invoice on or before the due date.
- 5.5. If any payment is not received by the due date, without prejudice to any rights of ASSB, the Customer shall pay interest on the outstanding amount, at one month London Interbank Offered Rate (LIBOR) prevailing on the due date plus 4% per annum, which in any event shall not be less than 8% per annum, plus any additional cost of financing proved by ASSB, or the maximum rate permitted by law, whichever is less.
- 5.6. In the event of any counterclaims by the Customer against ASSB, the Customer shall not be entitled to set-off the counterclaim amount from the amount due and owing to ASSB, unless the Customer has obtained an enforceable court order.
- 5.7. Any invoice shall be deemed as correct and accepted by the Customer, unless the Customer has raised objections within seven (7) calendar days of receipt of the same.
- 5.8. In addition to any statutory liens, ASSB shall have a contractual lien on the Service Item and/or any other property of the Customer in the possession of ASSB, for all sums due to ASSB under the relevant Contract or otherwise.

6. SHIPMENT AND STORAGE

- 6.1. ASSB's Services in relation to each Contract shall be deemed to have been accepted by the Customer upon redelivery of the Service Item in accordance with Section 3.2 or passing of risk under Section 6.2.
- 6.2. If the Service Item is ready for redelivery, and (a) shipment is delayed for reasons beyond ASSB's control, or, (b) the Customer asks ASSB to temporarily store the Service Item, or (c) the Customer is in default of its obligation to make payment, the risk of damage or loss shall immediately pass from ASSB to the Customer, and ASSB (including its authorized agents, subcontractors or authorized representatives) shall not be liable to the Customer for any loss of or damages to the Service Items. This also applies to partial deliveries.
- 6.3. If redelivery of any Service Item is delayed due to reasons set out in Section 6.2 above, the Customer shall pay to ASSB the costs of storage from the date of notification of readiness for redelivery until actual shipment.
- 6.4. Where redelivery other than EXW or FCA (Incoterms 2010) has been agreed, where necessary, ASSB will take out transportation insurance at ASSB's usual terms, the cost of which shall be borne by the Customer unless the Customer has instructed ASSB to the contrary, such instructions to be given latest within two (2) calendar days of the Contract being concluded.

7. CHANGES

- 7.1. ASSB may, at its sole discretion, make minor changes to the agreed Services which do not affect price, installation or interchangeability of major parts. Mandatory OEM bulletins issued after the Contract becoming effective will be complied with, and the Contract Price will be increased accordingly to reflect any extra costs to be incurred by ASSB. Non-mandatory Service bulletins issued after the Contract becoming effective may be complied with at the request of the Customer, subject always to an increase in the Contract Price being agreed in writing between the parties to reflect any extra costs to be incurred by ASSB.
- 7.2. Any requests from the Customer for modification of a Contract shall not be binding unless agreed to in writing between Customer and ASSB.

8. WARRANTIES, REMEDIES AND LIMITATIONS

- 8.1. ASSB warrants to the Customer that the Services will be performed in a workmanlike manner ("Warranty"). For the purpose of this Article 8, the "Warranty Period" shall either be nine (9) months from installation by the Customer of the Service Item, or twelve (12) months from the date of redelivery pursuant to Section 3.2, whichever first occurs.
- 8.2. ASSB's liability and the Customer's remedy under this Warranty ("Warranty Claims") are limited to ASSB, in its sole discretion, either rectifying the relevant defect to the Service Item or granting a refund or credit to the Customer in the amount paid by the Customer for the Services provided on the Service Item.
- 8.3. ASSB shall have no liability in respect of any Warranty Claims, unless:
 - 8.3.1. the defect has been caused by the breach of the above Warranty; and
 - 8.3.2. the defect has arisen within the Warranty Period; and
 - 8.3.3. immediately after discovery of the defect, the Customer has taken all appropriate steps to mitigate any loss or damage and to prevent any defect from becoming more serious; and
 - 8.3.4. written notice has been given by the Customer to ASSB of the defect within thirty (30) calendar days of discovery of the defect; and
 - 8.3.5. all sums due to ASSB under the Contract have been paid in full by the Customer.Failure to strictly abide by the above sub-sections 8.3.2 – 8.3.5 shall constitute a complete waiver of the Customer's rights under this Warranty.
- 8.4. The Warranties provided in this Article 8 for any Service Item or Service Item rectified pursuant to this Article shall terminate upon the expiration of the Warranty Period, or immediately upon the happening of any of the below occurrences:
 - 8.4.1. upon alteration, repair and/or overhaul of said item by anyone other than ASSB; or
 - 8.4.2. upon improper transportation, handling, storage, faulty operation and other non-compliance with the OEM's or ASSB's operating instruction; or
 - 8.4.3. the occurrence of an accident, or Customer's misuse or neglect.In either case, upon termination, the Customer shall have no remedies against ASSB under this Article. ASSB shall not be responsible for the effects of normal wear and tear on the Service Item.
- 8.5. The Warranty Period for any Service Item rectified under this Article 8 shall be extended by a time equivalent to the time elapsed between delivery of the Service Item to ASSB for rectification and redelivery thereof according to Sections 3.1 and 3.2 above.
- 8.6. In relation to any valid Warranty Claim properly made under this Article 8, transportation charges for the return of the Service Item to ASSB and its redelivery to the Customer and risk or loss thereof will be borne by ASSB, subject always to the Service Item having been transported in strict accordance with written shipping instructions from ASSB.
- 8.7. ASSB gives no Warranty for parts supplied by the Customer, whether or not the same have been installed by ASSB. The Warranties and remedies provided in this Article shall also not apply to any new material incorporated during the Services. ASSB shall in relation to any such

items, upon the Customer's request, and where applicable, assign any rights it has against the supplier of such items to the Customer.

- 8.8. In the event that the Customer asserts a Warranty Claim pursuant to this Article 8 and as a result of the investigation it is established that ASSB is not liable for the defects claimed, the cost of investigation and transport, as well as any other costs and expenses connected with such Warranty Claim shall be borne by the Customer and be due and payable upon its receipt of the respective invoice.
- 8.9. EXCLUSIVE WARRANTIES AND REMEDIES - THE FOREGOING WARRANTIES ARE THE EXCLUSIVE AND SOLE REMEDY AND ARE GIVEN AND ACCEPTED IN LIEU OF
- 8.9.1. ANY AND ALL GUARANTEES, REPRESENTATIONS, INDEMNITIES, CONDITIONS OR OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND
- 8.9.2. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT, TORT OR STRICT LIABILITY AGAINST ASSB ARISING FROM THE NEGLIGENCE, ACTUAL OR IMPUTED OF ASSB. THE REMEDIES OF THE CUSTOMER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 8.9.3. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON ASSB UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF ASSB.

9. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 9.1. Except as set out in Article 8 above, ASSB, its officers, directors, employees, authorized agents and subcontractors (collectively herein "the Indemnified Party/Parties") shall not be liable for any damage to or loss of the Service Item, any aircraft, or other properties owned or operated by the Customer, or injury or death or any other damage sustained by the Customer, its personnel, or third parties, due to or in connection with the negligence of the Indemnified Party/Parties, or in consequence of the performance or non-performance of Services under this Contract, unless such loss is caused solely by the gross negligence or willful misconduct of ASSB.
- 9.2. In any event, the Indemnified Party/Parties shall not be liable under any circumstances, and irrespective of the cause of action and whether or not such loss was or would have been in the contemplation of the parties, for indirect or consequential losses, including but not limited to – commercial or economic losses, wasted expenses, loss of use, loss of revenue, loss of profit, loss of time, delay, cost of substitute equipment, pollution or clean-up costs, and business interruption.
- 9.3. In respect of any one Contract, the maximum aggregate liability of the Indemnified Parties under any and all claims, including any liability to pay fines, penalties, liquidated damages and regardless of the cause of action and whether or not such liability was or would have been in the contemplation of the Indemnified Parties, shall in any event always be limited to the lesser of (a) the Contract Price paid by the Customer for the Services performed by ASSB that give rise to the claim or (b) US dollars fifty thousand (US\$ 50,000) per claim or in the annual aggregate of claims of a Customer.
- 9.4. Where the Indemnified Party/Parties' have been held liable by the Customer, their insurers or third parties, over and above the exclusions and limits set out in this Article 9, the Customer shall indemnify and hold harmless the Indemnified Party/Parties to the extent of such liability, including costs and interest. The Customer shall maintain insurance for such liability and any potential liability to third parties in respect of the Service and Service Items.
- 9.5. THE LIABILITY OF THE INDEMNIFIED PARTIES FOR AND IN CONNECTION WITH ANY SERVICES RENDERED WHETHER IN CONTRACT, TORT OR OTHERWISE ARE EXHAUSTIVELY DEFINED AND SET OUT IN ARTICLES 8 AND 9 OF THESE GRCs TO THE EXCLUSION OF ANY OTHER WARRANTIES, REPRESENTATIONS, INDEMNITIES, LIMITATIONS, CONDITIONS AND GUARANTEES.

10. TERMINATION

10.1. 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:

10.1.1. the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than fourteen (14) calendar days after being notified in writing to do so;

10.1.2. voluntary or involuntary proceedings by or against the other party are instituted in bankruptcy under any insolvency law, or a receiver or custodian is appointed for such party, or proceedings are instituted by or against such party for corporate reorganization or the dissolution of such party, which proceedings, if involuntary, shall not have been dismissed within sixty (60) calendar days after the date of filing, or if such party makes an assignment for the benefit of creditors, or substantially all of the assets of such party are seized or attached and not released within sixty (60) calendar days thereafter.

10.1.3. the other party suspends or ceases or threatens to suspend or cease, carrying on all or a substantial part of its business.

11. CONFIDENTIALITY

Unless the parties otherwise agree in writing, any knowledge, information or data which the parties have or may disclose to each other shall be held in confidence and may not be disclosed to third parties, except that ASSB may disclose the same to its directors, shareholders and Affiliates, and, if required for the performance of the Services, service providers, consultants, agents or subcontractors. The foregoing will not apply to information which (a) is or becomes part of general public knowledge otherwise than as a result of breach of any confidentiality obligation; or (b) was, as shown by written records, known to the receiving party prior to receipt from the owner, or (c) is obtained in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is required to be disclosed by court order or applicable law, provided notice is promptly given to the owner and provided further that diligent efforts are undertaken to limit disclosure. The Customer shall indemnify and hold ASSB harmless in respect of any claims by third parties against ASSB arising in connection with any information wrongfully disclosed by the Customer.

12. TAXES

12.1. The Customer will bear all taxes, duties, levies and similar charges (and any related interest and penalties) ("Tax"), however designated, imposed as a result of the provision by ASSB of Services under a Contract, except any taxes based on net income or gross income that is imposed on ASSB in Malaysia.

12.2. If the Customer is required to bear Tax pursuant to the preceding Section, the Customer will pay such Tax and any additional amounts as are necessary to ensure that the net amounts received by ASSB, after all such payments or withholdings, equal the amounts to which ASSB is otherwise entitled under this Contract as if such Tax did not exist.

13. GOVERNMENTAL AUTHORIZATIONS

The Customer will be the importer and/or exporter of record and will be (i) responsible for obtaining all necessary import/export licenses, permits and any other required governmental authorizations; and (ii) responsible for complying with all applicable U.S. and foreign export laws and licensing and reporting requirements. ASSB will not be liable if any license or authorization is delayed, denied or revoked or is not renewed and the Customer will not thereby be relieved of its obligation to pay for the Services provided by ASSB.

14. RIGHTS OF THIRD PARTIES

This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

15. ARBITRATION AND APPLICABLE LAW

- 15.1. Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (LCIA), which Rules are deemed to be incorporated by reference into this Article.
- 15.2. The arbitration tribunal shall consist of a sole arbitrator. The party wishing to commence an arbitration (the "Claimant") shall in his request for arbitration suggest the names of 3 arbitrators, and the parties shall within fourteen (14) calendar days therefrom take reasonable steps to agree on one of the suggested arbitrators as the sole arbitrator. If the parties cannot come to an agreement, the Claimant shall nominate its arbitrator in writing and the other party shall nominate its arbitrator in the response. The two arbitrators appointed shall appoint a third arbitrator within twenty-eight (28) calendar days of their own appointment by the LCIA. The third arbitrator shall act as the chair of the tribunal. Arbitration proceedings are commenced with the request for arbitration. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.
- 15.3. The Contract and any legal matters that may arise out of or in connection with the Contract shall be subject to and construed exclusively in accordance with English law.