



GENERAL CONDITIONS

AIRLINE TECHNICAL SUPPORT B.V.

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Section 1 – General

1. Clause headings are inserted for convenience or reference only and shall be ignored in the interpretation of these General Conditions or the Agreement.
2. In case of discrepancies between the Agreement and these General Conditions, then the provisions of the Agreement shall prevail.
3. These General Conditions shall apply to all offers, quotations and Agreements under which Airline Technical Support B.V. (ATS) as a PART-145 approved maintenance organisation under Authorisation Number NL.145.1357, offers or supplies to Customer Services of whatever nature, even if such Services are not (further) specified herein. For all purposes relating to any Agreement the Civil Aviation Authority of The Netherlands shall be considered the competent Aviation Authority to both ATS and Customer.
4. The Agreement and these General Conditions constitute the entire agreement between the Parties and no additional items shall have any effect unless made and agreed upon in writing. Any applicability of any terms and/or general conditions of Customer are explicitly rejected.
5. To the extent that any of the Sections of the Agreement or these General Conditions are void or unenforceable the same shall not affect the remaining Sections of the Agreement or these General Conditions so far as the same are independent of those void or unenforceable terms.
6. The clauses of the Agreement and these General Conditions will be considered to be applicable in full on all ancillary Agreements between ATS and Customer, unless explicitly otherwise agreed in writing.
7. No delay, neglect or forbearance on the part of either Party in enforcing against the other Party any terms or condition of the Agreement or these General Conditions shall either be deemed to be a waiver or in any way prejudice any right of that Party under the Agreement or these General Conditions unless such waiver shall be in writing and signed by a duly authorised representative of the Party giving such waiver.
8. It is hereby stated expressly that the mandatory requirements and obligations or other regulations issued from time to time by any competent Aviation Authority or local airworthy authority (hereinafter: 'Requirements'), as ATS and Customer agree to be applicable, shall be considered an integral part of the Agreement to the extent applicable to the Services. In case of discrepancies between the Requirements (including required procedures and routines) and (the remainder of) the Agreement, then the provisions of the Requirements shall prevail. Should observance of these Requirements lead to additional costs for ATS, then Customer shall reimburse ATS in full for these additional costs.
9. Both Parties will send correspondence and notices, not only in case of dispute, by email, mail, or facsimile to the following addresses:

Customer: the address as specified in the Agreement, and (email) addresses known to ATS.

ATS: Airline Technical Support B.V.
Frans van Waesberghestraat 59a
4561 AC Hulst, the Netherlands
email: Kris@airlinetechnicalsupport.com

The effective date of any notice sent in connection with any Agreement and/or these General Conditions shall be the date on which it is received by the addressee.

Section 2 – Definitions

The following definitions shall apply (such definitions to be equally applicable to both singular and plural forms of the terms to be defined):

Affiliated Company	shall mean any affiliated company, subsidiary company, associated company, sister company or parent company of Customer;
Agreement	shall mean the agreement between ATS and Customer, or Purchase Order, pursuant to which ATS provides the agreed Services to Customer;
Aircraft	shall mean the aircraft owned or operated by Customer;
ATS' Assignee	shall mean any person(s) or company (companies) used or assigned by ATS, either as a subcontractor or supplier, to perform Services on behalf of ATS or to supply ATS with information pertaining to parts and Components in relation to the Services;
ATS' Facility	shall mean such plant or facility as may be designated by ATS;
Aviation Authority	shall mean the European Aviation Safety Agency (EASA) and/or the Federal Aviation Administration (FAA) of the United States of America and/or the Civil Aviation Authority of The Netherlands and/or the Civil Aviation Authority of the State of Registration and/or any other competent authority;
Component	shall mean any self-contained part, combination of parts, sub-assemblies or units, which perform a distinctive function necessary to the operation of an aircraft system;
Customer	shall mean the party to whom ATS provides the agreed Services;
Data	shall mean documents, drawings, manuals, computer programming information, software and all other forms of media storing, containing, conveying or embodying information, and regardless of whether the information is in hard copy, electronic, or any other form;
Days	shall mean any day of the week including Saturday, Sunday and public holidays, if not otherwise stated herein;
Default Interest	shall mean the amount payable (by way of liquidated damages and not as a penalty) as interest on any due and unpaid amounts payable by Customer under this Agreement. Default Interest will be calculated at a rate per annum which is equal to the Netherlands (statutory) interest rate applicable to trade/business transactions (<i>wettelijke handelsrente</i>), such amounts of interest being calculated on the basis of the actual number of days elapsed in a 360 day year. Such Default Interest will be applied to the amount due and unpaid from the date the amount was due to the actual date of payment by Customer to ATS. Default Interest will accrue on a day-to-day basis. In case of late payment Customer shall also pay a compensation for the extra-judicial collection fees, calculated as indicated by the Netherlands Bar Association, with a minimum of € 5,000;
Euro or €	shall mean shall the lawful currency of the countries forming the European Monetary Union;
Indemnitees	shall mean ATS, ATS' shareholder, ATS' Assignees, group companies of ATS (i.e. companies which have (in part) the same shareholder as ATS) and their respective directors, shareholders, affiliates, officers, directors, employees, agents and subcontractors;
Information	shall mean all (technical) Data pertaining to Services, whether or not established by ATS and Customer to be confidential, or copies of any of these supplied by ATS under the General Conditions;
Contractor	shall mean the natural person who has a current employment, temporary employment, contracting or secondment agreement with ATS and who is deployed by ATS to Customer on the basis of an assignment to perform work under Customer's management and supervision;
Parties	shall mean ATS and Customer
Purchase Order	shall mean an order for Services to be delivered by ATS, placed by Customer in writing (by mail, e-mail or by facsimile), whether or not on the basis of an Agreement;

Services	shall mean the performance of maintenance and the provision of Contractors, services, sale/renting/etc. of goods/technology and/or other services ATS has agreed to provide to Customer, as described in the Agreement between ATS and Customer;
State of Registration	shall mean the country in whose Aircraft Nationality Register the Aircraft is registered;
Taxes	shall mean any and all present and future use, personal property, customs, ad valorem, value added, turnover, import duties, stamp, interest equalisation, income, gross receipts, or other taxes, fees, withholdings, imposts, duties, deductions, levies, or other charges of any nature, together with any penalties, fines or interest thereon, imposed, levied, or assessed by, or otherwise payable to, any government entity or other competent authority;
USD	shall mean the lawful currency of the United States of America;

Section 3 – Procedure for ordering of Services

1. Upon request ATS shall send Customer a quotation for Services, which quotation shall include details such as price, delivery date, completion date. Any quotation shall be valid for a period of thirty (30) days after the date of issue, unless otherwise stipulated in the relevant quotation.
2. All quotations shall be without engagement unless explicitly stated to the contrary in the quotation.
3. The Services shall only be rendered by ATS on the basis of an Agreement by Customer, accepting the quotation of ATS within the indicated timeframe, unless Customer and ATS have agreed in writing to an alternative procedure.
4. Costs of materials used during the provision of the Services shall be invoiced according to the ATS pricelist, as amended from time to time, current at the time of invoice.
5. All extra work at the request of Customer not included in the Agreement shall be charged to Customer at the applicable rates.

Section 4 – Warranties of ATS

ATS represents and warrants that:

- a. ATS:
 - is an organisation and existing in good standing, in accordance with the laws of The Netherlands;
 - has in existence a valid EASA Part 145 approval;
 - has the corporate power and authority to carry on its business as presently conducted and to perform its obligations under the Agreement;
 - has been fully approved by the competent authorities to perform maintenance on the type of Aircraft as described in the Agreement.
- b. The Agreement has been duly authorised by all necessary corporate action on the part of ATS and the execution of the Agreement and compliance by ATS with any terms and/or provision of the Agreement will not contravene or result in any breach of or constitute a default under the law of the Kingdom of the Netherlands;
- c. The Agreement has been duly entered into by ATS and constitutes the valid, legal and binding obligation of ATS enforceable in accordance with its terms of the laws of The Netherlands;

- d. There are no suits or legal proceedings (including any administrative proceeding) pending, threatened or reasonably expected, or claims, not directly completely unjustified, against ATS, which, if adversely determined, would have a material adverse effect upon its ability to perform its obligations hereunder;
- e. No Event of Default, which would have a material adverse effect upon ATS' ability to perform its obligations hereunder, has occurred and is continuing;
- f. Information furnished by ATS in connection with the Agreement does not, at the time made, contain any untrue statement or omit to state facts, the omission of which makes the statement therein, in the light of the circumstances under which they are made, misleading, nor omits to disclose any material matter to Customer and all expressions of expectation, impression, believe and opinion contains therein were honestly made on reasonable grounds after due and careful inquiry by ATS;
- g. ATS accepts that all correspondence may be notified by Customer to ATS by mail, E-mail and/or fax and ATS accepts any such means as being an acceptable means of communication.

Section 5 – Warranties of Customer

Customer represents and warrants that:

- a. Customer:
 - is an organisation and existing in good standing, in accordance with the laws under which it is incorporated;
 - has the corporate power and authority to carry on its business as presently conducted and to perform its obligations under the Agreement;
- b. The Agreement has been duly authorised by all necessary corporate action on the part of Customer and neither the execution of the Agreement or compliance by Customer with any terms and/or provision of the Agreement will contravene or result in any breach of, or constitute any default under any law applicable to Customer or result in the creation of any security interest and/or lien or whatsoever up on any property of ATS, in particular the Aircraft;
- c. The execution of the Agreement by Customer has received, and Customer has complied with, any necessary consent, approval, order or authorisation of, or registration with, or the giving of prior notice to, any governmental Authorities having jurisdiction with respect to the execution to the Agreement or the validity and enforceability hereof or the satisfaction of all monetary and other obligations thereunder;
- d. The Agreement has been duly entered into by Customer and constitutes valid, legal and binding obligations of Customer, enforceable in accordance with its terms under the laws of the state of the incorporation and the state of the habitual basis of Customer;
- e. It is not necessary under the laws of the state of incorporation and/or the laws of the State of Registration in order to ensure the validity, effectiveness and enforceability of the Agreement or ancillary agreements, to protect any and all rights of ATS under the Agreement;
- f. There are no suits or legal proceedings (including any administrative proceeding) pending, threatened or reasonably expected, or claims, not directly complete unjustified, against Customer, which, if adversely determined, would have a material adverse effect upon its financial conditions or business or its ability to perform its obligations hereunder, including but not limited to any taxes;
- g. No Event of Default has occurred and is continuing;
- h. Information furnished by Customer in connection with the Agreement does not, at the time made, contain any untrue statement or omit to state facts, the omission of which makes the statement therein, in the light of the circumstances under which they are made, misleading, nor omits to disclose any material matter to ATS and all expressions of expectation, impression, believe and opinion contains therein were honestly made on reasonable grounds after due and careful inquiry by Customer;

- i. Customer is aware of the EASA Part145 approval of ATS under which the Services of ATS under the Agreement will be provided, and is fully known and aware of the conditions included and/or attached to such approval, and Customer will be bound fully by such conditions and will not act or omit in a way which is likely to prejudice ATS' interests with respect to its EASA Part145 approval;
- j. Customer accepts that all payments, all correspondence, all invoices, all charges and in general all amounts payable may be notified by ATS to Customer by mail, E-mail and/or fax and Customer accepts any such means as being an acceptable means of communication.

Section 6 – Quality monitoring and auditing

1. Customer shall be granted access to the ATS' Facility and/or other locations where the Services are performed by ATS pursuant to any Agreement, and to all relevant documentation in order to perform quality surveillance and audits of functions and facilities related to the Services. Findings shall be reported to the Quality Manager of ATS, who shall take appropriate action and report such action back to Customer. When a finding has been rectified the Quality Manager of ATS shall report this to the Quality Manager of Customer.
2. Any competent Aviation Authority shall be granted access to ATS' Facility and/or other locations where the Services are performed by ATS pursuant to any Agreement, in order to perform quality inspections and/or audits related to the Services. Any and all direct and indirect additional costs to ATS associated with any such audits performed by any Aviation Authority shall be for account of Customer and shall be invoiced to Customer at cost separately.
3. Any tasks delegated to and performed by ATS under the Agreement, which constitute part of the maintenance management responsibility of Customer, will be performed by ATS under Customer's responsibility and the surveillance of Customer's quality system. In such cases ATS' EASA Part 145 quality system auditing program will be extended to include such tasks.

Section 7 – Warranty conditions

1. The warranty conditions as described in this Section 7 shall apply to all Services performed by ATS pursuant to the Agreement.
2. Subject to the exceptions set forth in Paragraph 4 of this Section 7, ATS warrants that all Services provided pursuant to the Agreement shall be carried out with skill, care and diligence in accordance with good industry practice and that the Services shall:
 - be conform the specifications (if any) agreed between ATS and Customer;
 - comply with the requirements of the competent Aviation Authority;
 - be conform the manufacturer's instructions, where appropriate.
3. The provisions of this Section 7 are a substitution for, and exclude all other warranties, expressed or implied, arising by law or otherwise in connection with the performance of the Services pursuant to the Agreement by ATS.
4. ATS provides no warranty whatsoever for any goods or materials not manufactured by ATS. ATS shall make reasonable efforts to obtain from manufactures of such goods or materials reasonably adequate warranties on behalf of Customer, and ATS shall exert its best efforts to exercise any warranty obtained from manufactures of goods or materials used in Services provided pursuant to the Agreement and, if requested, Customer shall assist ATS in any way in such efforts.
5. ATS shall be relieved from its warranty obligations under Paragraph 2 of this Section 7, if a defect results from Customer's failure to operate and maintain the Aircraft, on which the Services were performed, in accordance with applicable Customer's maintenance and operating programs approved by the competent Aviation Authority and applicable ATS' written instructions.

6. Customer's remedy and ATS' obligation and liability under this Section 7, are conditioned upon (i) the defect having become apparent to Customer within the applicable warranty period, and (ii) ATS' warranty administrator at ATS' Facility, having received written notice from Customer promptly but not later than ten (10) days after the defect becomes apparent to Customer. The warranty period is one (1) months or one hundred (100) flight hours, whichever expires first.
7. Customer's remedy and ATS' obligation and liability under this Section 7 are also conditioned upon:
 - a. the submission by Customer to ATS in writing of a complete warranty claim report including all the required details therein; and
 - b. reasonable proof that the claimed defect is due to a matter embraced within the warranty set forth in Paragraph 2 of this Section 7 and that such defect did not result from any act or omission of Customer including but not limited to those stated in forth in Paragraph 4 of this Section 7.

ATS shall notify Customer of the disposition of each such claim.

8. Customer's remedy and ATS' obligation and liability under this Section 7 is limited to the repair, replacement and/or correction to rectify the breach of the warranty set forth in Paragraph 2 of this Section 7.
9. It is ATS' intention that replacement, repair or correction in response to a valid warranty claim be implemented with the least possible delay and to this end any action taken by ATS, prior to completion of its review of Customer's warranty claim, shall not prejudice ATS' right thereafter to dispute the applicability of ATS' warranty to any item so replaced, repaired or corrected and to recover its reasonable costs and expenses in connection therewith in the event that ATS' warranty is determined not to apply.
10. All repairs, replacements and corrections described in Paragraph 8 of this Section 7, shall be performed by ATS at its expense at ATS' Facility, or such other place as may be mutually agreeable, and with reasonable care and dispatch in order that, if applicable, the Aircraft involved will not be kept out of service longer than necessary. The cost of transportation (in accordance with common industry practices) from Customer to ATS at ATS' Facility or such other place as may be mutually agreeable, of any material claimed to be defective shall be paid by Customer. ATS shall reimburse Customer for freight charges incurred by Customer in connection to the shipment to ATS' Facility, of any material determined by ATS to be defective under the terms of this Section 7. The cost of the return freight charges (in accordance with common industry practices) of any material determined by ATS to have been defective and repaired or corrected, or any replacement thereof to Customer pursuant to this Section 7 shall be paid by ATS.
11. Normal wear and tear and the need for regular maintenance and overhaul is excluded from, and shall not give rise to the warranty set forth in Paragraph 2 of this Section 7.
12. The warranty periods set forth in Paragraph 5 of this Section 7 shall not apply to items such as rubber parts, filters, shelf life limited parts or similar items, which ATS reasonably demonstrates, are unable to meet such standards because of their ultimate life or function.
13. The warranty set forth herein is personal to Customer and shall not be assigned or transferred in whole or in part except with the prior written consent of ATS.
14. In the event any part of the provisions of this Section 7 is held ineffective or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and ATS shall advise Customer of the implications thereof and the effect on the terms and conditions of this Section 7.
15. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ATS AND REMEDIES OF CUSTOMER SET FORTH IN THIS SECTION 7 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF ATS, ATS' ASSIGNEES AND EACH INDEMNITEE THEREOF AND RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST ATS, ATS' ASSIGNEES, OR ANY OTHER OF THE INDEMNITEES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMITY, DEFECT IN OR DELAY IN DELIVERY OF ANY GOODS OR SERVICES DELIVERED OR PERFORMED, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (ii) ANY IMPLIED

WARRANTY ARISING FROM COURSE OR PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE OF ATS, ATS' ASSIGNEES, OR ANY OTHER OF THE INDEMNITEES, ACTUAL OR IMPUTED, AND (iiii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT OR PART THEREOF OR OTHER THING, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO ANY AIRCRAFT OR PART THEREOF OR OTHER THING OR OTHER SERVICES OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Section 8 – Revision of rates, prices, fees and amounts

1. On 1 January of each calendar year, all rates, fees and amounts in the Agreement and these General Conditions will be increased as a correction for inflation, based on the MUICP price index ([MUICP](#)) as published by the Central Bureau of Statistics (CBS) in The Netherlands, or if the CBS ceases to exist or to publish said index, the most comparable existing index in The Netherlands, with a minimum of 3 percent. The adjustment percentage is equal to the index number for the month November divided by the index number for the month November in the previous year (so for 2023 the adjustment percentage is equal to the index number for the month November 2022 divided by the index number for the month November 2021, etc.).
2. For Services not specified in the Agreement the ATS price list applies. The ATS price list shall be revised on the 1st of January of each year and shall be sent to Customer.

Section 9 – Payment conditions

1. Unless otherwise agreed by ATS in writing, all prices for Services shall be due and payable upon acceptance by Customer of ATS' quotation or order acknowledgement, or otherwise within (fourteen) 14 days from the invoice date.
2. ATS shall not be required to provide any Services unless Customer has fulfilled all applicable payment conditions, and ATS shall never be liable for (consequential) damages in case the provision of Services is delayed as a consequence of Customer's default.
3. ATS shall be entitled to invoice Customer for all additional Services requested by Customer not included in the initial quotation(s) and/or Agreement, and for all costs and expenses in relation to the provision of the Services, including but not limited to costs of transportation of materials, travel expenses and accommodation of personnel, etc., even if these costs and expenses have not been specified in the initial quotation(s) and/or Agreement whereby costs and expenses shall be charged to Customer at the applicable rates +15% handling charge, which invoice Customer shall pay in full within fourteen (14) days after the invoice date.
4. ATS shall have the right to require a prepayment or security acceptable to ATS for all sums due and/or all sums that will become due.
5. All payments shall be made in Euro (€), unless agreed otherwise in writing or unless stated otherwise on the invoice, into ATS' bank account, the details of which are stated on each invoice, with all bank charges for account of Customer.
6. In case Customer disputes any invoice of ATS, then Customer shall be obliged to notify ATS of this dispute in writing within five (5) days from the date of invoice of the disputed invoice. In such event Customer is entitled to suspend payment, but only for the disputed part of the invoice. The Parties will discuss the disputed part of the invoice as soon as possible, and shall make every reasonable effort to promptly settle the dispute. In the event that the Parties agree that the dispute is justified, then ATS shall amend the invoice and Customer shall subsequently pay the outstanding amount, if any, within (five) 5 days of receipt of the amended invoice. In the event that the Parties determine that the dispute was not justified, then Customer shall promptly pay the outstanding amount, increased with Default Interest in accordance with Section 10. In no event shall Customer ever claim or be entitled to a right of set off. Any invoice which remains uncontested by Customer in writing within five (5) days from the date of invoice of the disputed invoice shall be deemed correct and accepted by Customer.

7. If for any reason whatsoever Customer does not pay any invoice within the applicable term of payment, then ATS has the right, in its own and sole discretion, to suspend its obligations towards Customer under the Agreement until such time Customer has fulfilled all of its obligations under the Agreement.

Section 10 – Interest

Should any payment as provided for in the Agreement not be made when due, then Customer shall pay Default Interest thereon to ATS for the period from (and including) the date until (but not including) the day of payment.

Section 11 – Taxation

1. If at any time applicable law, regulation or regulatory requirement or any governmental authority, monetary agency or central bank requires Customer to make any deduction or withholding from payments, interest and other sums due to ATS under the Agreement then Customer shall pay to ATS such additional amounts to ensure that, after the making of such deduction or withholding ATS receives a net sum equal to the sum amount which it would otherwise have received without such withholding or deduction.
2. If and to the extent Value Added Tax or any equivalent tax and/or any interest thereon is payable, or any other payment due hereunder, then reference to the payment of any such sum hereunder shall be deemed to be reference to payment of that sum increased with Value Added Tax or any equivalent tax thereon at the appropriate rate.
3. Should any Taxes be due by ATS on the remuneration of ATS' staff, maintenance or other personnel, other than imposed by the Netherlands taxing authorities, then ATS shall be entitled to have such Taxes reimbursed in full by Customer. Customer shall pay any such sums within seven days of being notified. Customer will have the right to restructure the payments in such a legal way to avoid Taxes, if possible.
4. Customer will indemnify ATS from and against all present and future Taxes, duties, payments, fees, surcharges or other charges of whatsoever nature, if any, except Taxes imposed on the overall net income and gains of ATS as the case may be by the taxing authorities of The Netherlands, which may be levied or imposed by any Government or by any departments, agencies or other political subdivision or other Authorities thereof on or in connection with the performance by Parties of their obligations under the Agreement.
5. Parties shall co-operate with each other in order to lawfully minimise the exposure to Taxes.

Section 12 – Responsibilities of Customer

1. Customer shall be responsible and liable to ensure the validity, completeness, accuracy and the timely and continuous availability of any and all relevant information, documentation and goods Customer is reasonably required to provide for the due performance of the Services by ATS. Any inspection by ATS of information, documentation and goods furnished by Customer shall not relieve Customer from its responsibilities and liabilities hereunder.
2. Customer shall, if deemed required by ATS, timely provide ATS with a written authorisation to the manufacturers of the Aircraft, engines and/or Components to provide ATS, on ATS' request, with Information required to perform the Services pursuant to the Agreement.
3. In the event that the Information deemed by ATS to be required for the performance of the Services pursuant to the Agreement are not, or not in time, made available to ATS, or in the event that Customer fails to fulfil its obligations towards ATS in any other way, then ATS shall be entitled to suspend the performance of the Services pursuant to the Agreement and to charge the expenses thereby incurred, in accordance with the applicable rates.

Section 13 – Cancellation of orders

Customer is only allowed to cancel an Agreement for any Services or any other order, if ATS has not yet commenced with the execution of that Agreement or other order. In the event Customer cancels an Agreement for any Services, or any other order, then Customer shall pay ATS a cancellation fee in the amount of 10% of the net value of the cancelled Agreement or other order, with a minimum of € 1,000. The cancellation fee will be immediately due and payable with analogous application of the provisions of Section 9. Customer shall also compensate ATS the actual costs made by ATS fulfilling the specific Agreement or other order before cancellation of said order by Customer, as well as third party claims in connection with such cancellation. Upon Customer's request, ATS shall substantiate such costs.

Section 14 – Non-disclosure

Neither Customer nor ATS shall disclose information furnished under the Agreement to any third party without the written consent of the other Party, except as required by law. If disclosure is required by law, then the disclosing Party shall use its best efforts to limit such disclosure, including a request for confidential treatment or implementing other means reasonably requested by the non-disclosing Party. No license under any patent, copyright or whatever other intellectual or industrial property right is granted or implied by ATS exchanging, conveying and/or applying whatever Data or Information pursuant to and/or in connection with the Services.

Section 15 – Insurance

1. During the term and for a minimum period of two (2) years after the termination or expiration of the Agreement Customer will effect and maintain, and Customer will provide ATS with a certificate of insurance evidencing the following coverage:
 - a. All Risks Insurance including war risks for aircraft hull and aircraft Components whilst not installed on the aircraft; and
 - b. Aviation General Legal Liability Insurance, including, without limitation, third party, products, war, contractual and passenger risks in an amount not less than the minimum insurance amount applicable for the relevant aircraft type (based on the maximum take-off weight), as stipulated in Article 7 of EU Regulation 785/2004.
2. The insurances will contain a waiver of subrogation in favor of the Indemnitees.
3. The Indemnitees will during and for a minimum period of two (2) years after the termination or expiration of the Agreement be named as additional insured with regard to the insurances described above and such insurances will be primary and non-contributory and will contain a severability of interest clause.
4. All of the insurances will provide in favor of the Indemnitees (i) that the outlined coverage is not invalidated by any act or omission or breach or violation by Customer of any of its obligations contained in any policy and (ii) a period of thirty (30) Days (seven days for war risks) written notice of cancellation or material change.
5. In case any of the insurances are not provided or are revoked or cancelled at any time for any reason, ATS will have the right to terminate the Agreement by giving Customer three (3) days written notice.

Section 16 – Prohibition on hiring and solicitation

1. During the term of the Agreement and for a period of 2 years thereafter Customer agrees not to hire or induce or solicit or otherwise allow any Contractor to work for Customer, directly or indirectly, nor any other current employee or contractor of ATS, directly or indirectly, or any person who was an employee or contractor of ATS, directly or indirectly, at any time during the term of the Agreement.

2. During the term of the Agreement and for a period of 2 years thereafter Customer warrants that no Affiliated Company shall hire or induce or solicit or otherwise allow any Contractor to work for Customer or any Affiliated Company, directly or indirectly, nor any other current employee or contractor of ATS, directly or indirectly, or any person who was an employee or contractor of ATS, directly or indirectly, at any time during the term of the Agreement.
3. In case of an infringement or breach by Customer of its obligation under this Section 16 ATS shall be entitled to claim from Customer without any demand or other prior notice an amount equal to € 25,000 plus € 1,000 for each day that the infringement or breach continues.
4. In case the provisions of Sections 16.1, 16.2 and/or 16.3 are deemed null and void, then, if during the term of the Agreement or within a period of 2 years thereafter Customer employs a Contractor, Customer shall pay ATS as compensation for costs and/or efforts made by ATS in relation to the recruitment and/or (recurrent) training of that Contractor, an amount equal to 1,000 times the gross hourly rate most recently earned by the Contractor, which amount Customer unequivocally and irrevocably accepts as being fair and reasonable.
5. All the provisions of this Section will survive the expiration or termination of the Agreement for any reason.

Section 17 – Indemnification and limitation of liability

1. ATS will use its best efforts to perform the Services within the agreed period of time, with skill, care and diligence in accordance with good industry practice.
2. Customer shall bear the risk of loss of or damage howsoever caused to any property of Customer and/or to the Aircraft, engines, parts, Components, consumables, tooling and equipment stored or to be serviced by ATS under the Agreement, whether or not occurring whilst in the custody of ATS or during ferry or test flights, unless caused by the gross negligence or willful misconduct on the part of ATS or another Indemnitee.
3. Neither ATS nor the other Indemnitees shall be liable towards Customer for any damage, loss, death or bodily injury whatsoever sustained by, or claims filed against, Customer in connection with or arising from the performance of the Services pursuant to the Agreement, and Customer shall waive any rights of recourse and shall indemnify and hold the Indemnitees harmless against any and all claims and liabilities, direct and consequential damages, losses and judgments, including costs, (legal) fees and expenses incidental thereto whatsoever filed by third parties and against any liability imposed by law in connections with or arising from the Services pursuant to the Agreement. The limitation of liability and indemnification by Customer do not apply in case of gross negligence or willful misconduct by an Indemnitee.
4. Only if an appeal for the exclusion of liability of ATS or the other Indemnitees is rejected by the competent court, then in each and every situation the liability of ATS and/or the other Indemnitees towards Customer is limited to the lesser of (1) fifty (50) percent of the amount, or in case of a continuing performance agreement fifty (50) percent of the monthly amount, paid by Customer to ATS pursuant to the relevant Agreement giving rise to the claim or, if such Agreement does not exist or cannot be determined, to the Agreement, and (2) the amount, if any, paid by the insurers of ATS as reimbursement under the applicable Insurance. Notwithstanding anything to the contrary in the Agreement, ATS shall never be liable or responsible for any indirect or consequential loss or damage, including but not limited to loss of profit and/or punitive damages, that Customer may suffer resulting from, arising out of or in consequence of the (non-)performance by ATS of the Services under the Agreement. Customer explicitly agrees with the limitation of ATS' liability towards Customer and any other third party set forth herein, and the limitation of liability set forth herein is for any and all matters for which ATS may otherwise have liability arising out of or in connection with the Agreement, whether the claim arises in contract, tort, statute, or otherwise. Customer's exclusive remedy for any claim arising out of or relating to the Agreement will be for ATS, at ATS' discretion, upon receipt of a timely written notice, either (1) to use all commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which ATS is at fault, or (2) return to Customer the amounts paid by Customer to ATS for the particular Service provided under the Agreement that gave rise to the claim, subject to the limitation contained in the Agreement. Customer agrees that it will not allege or claim that this remedy fails its essential purpose.

5. All the provisions of this Section will survive the expiration or termination of the Agreement for any reason.
6. Customer shall give ATS written notice within thirty (30) days of obtaining knowledge of the occurrence of any claim or cause of action which Customer believes that it has, or may seek to assert or allege, against ATS or any other Indemnitee, whether such claim is based in law or equity, arising under or related to the Agreement or to the transactions contemplated hereby, or any act or omission to act by ATS or any other Indemnitee with respect hereto. If Customer fails to give such notice to ATS with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Customer shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section 17.
7. Each of the Parties shall in any case, notwithstanding the other provisions of the Agreement or these General Conditions, indemnify and hold harmless the other Party to the extent required to give effect to the provisions of the Agreement or these General Conditions (provided that this indemnity shall not apply in case of wilful misconduct or gross negligence of the Party to be indemnified). The said indemnities shall also apply for the benefit of the shareholders, affiliates, officers, directors, employees, agents and subcontractors of each Party, as well as for the benefit of each Party's independent contractors and suppliers if required by terms of their contract with either Party.

Section 18 – Default

1. Each of the following shall constitute an Event of Default on the part of Customer:
 - a. Failure to make payments when due, including for costs to be borne by Customer;
 - b. Failure to observe or perform any other non-financial obligation or undertaking, and in respect of such failure which is capable of remedy, shall not have been remedied within five (5) days of receipt by Customer of notice from the ATS requiring the same to be remedied;
 - c. Failure to insure or maintain its Insurance;
 - d. A supervisor, receiver, administrator, administrative receiver or other encumbrancer taking possession of or being appointed over, or any distress, execution or other process being levied or enforced (and not being discharged within seven days) upon the whole or any part of the assets of Customer;
 - e. A petition being presented, or a meeting being convened for the purpose of considering a resolution, for the making of an administrative order, the winding up, bankruptcy, or dissolution of Customer;
 - f. Any representation or warranty of Customer contained in the Agreement or any document or certificate furnished to ATS in connection herewith shall be untrue or incorrect;
 - g. Any of Customer's certificates or licenses required by the (aviation) authorities necessary to operate or do business are revoked and are not reinstated within twenty-one (21) days.
2. Each of the following shall constitute an Event of Default on the part of ATS:
 - a. Failure to observe or perform any material obligation or undertaking, and in respect of such failure which is capable of remedy, shall not have been remedied within twenty-one (21) days of receipt by ATS of notice from Customer requiring the same to be remedied;
 - b. A supervisor, receiver, administrator, administrative receiver or other encumbrancer taking possession of or being appointed over, or any distress, execution or other process being levied or enforced (and not being discharged within seven days) upon the whole or any part of the assets of ATS;

- c. A petition being presented, or a meeting being convened for the purpose of considering a resolution, for the making of an administrative order, the winding up, bankruptcy, or dissolution of ATS;
 - d. Any representation or warranty of Customer contained in the Agreement or any document or certificate furnished to Customer in connection herewith shall be untrue or incorrect;
 - e. Any of ATS' certificates or licenses required by any Aviation Authority necessary to operate or do business are revoked and are not reinstated within twenty-one (21) days.
3. Upon the occurrence of an Event of Default or at any time thereafter (for so long as such Event of Default is continuing) the innocent Party shall be entitled (without prejudice to any of its other rights hereunder) by notice to the other Party to treat such event as a repudiation by the other Party of its obligations under the Agreement, and in its sole discretion the innocent Party may at any time thereafter:
- a. Terminate the Agreement with immediate effect;
 - b. Proceed by appropriate court action or actions to enforce performance of the Agreement or to recover damages in respect of any breach of the Agreement to the extent permitted by the applicable law.

No remedy referred to in this Paragraph 3 of Section 18 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available, observing and without prejudice to the provisions in Section 17.

4. On or at any time after termination of the Agreement by ATS under or pursuant to this Section 18, ATS shall be paid by Customer (by way of agreed compensation for loss of bargain and without prejudice to any other right of damages) the amount notified by ATS as being the aggregate of:
- a. All amounts including Default Interest, costs, fees, expenses or otherwise due to the innocent Party then accrued under the Agreement;
 - b. All costs and expenses incurred, including all legal expenses, resulting from the termination of the Agreement;
 - c. Damages as per Paragraph 5 of this Section 18.
5. The damages as referred to above are assessed at 100% of the total amount due as per Paragraph 4 under a. of this Section 18, with a minimum of € 25,000.

Section 19 – Force Majeure

1. In case ATS is unable to perform or complete any of the Services considered by the Agreement, amongst others delay or non-performance due to or arising out of acts of God or public enemy, civil war, insurrection or riot, fire, flood, explosion, earth quake, accident, epidemic, quarantine restrictions, any act of government, strike or labour dispute causing cessation, slowdown or interruption of work, unavailability of manpower, unavailability or inaccessibility of ATS' maintenance or other premises or facilities or of Customer's premises or facilities, authorisations who are (partly) refused, not-timely granted or cancelled, inability to export to and / or import any of the Services into Customer's country due to customs and / or governmental regulations or acts, delay in transportation, or inability for ATS after due and timely diligence to procure the relevant components, systems, materials, accessories, parts, tools or other (ground support) equipment or delay in delivery thereof to ATS, it is deemed to be considered as a Force Majeure.
2. In case a situation constituting Force Majeure continues for a period of 180 days, after this period of 180 days this Agreement will be considered inoperative and neither Party shall be liable in respect of any failure to fulfil its obligations under the Agreement, without prejudice to accrued rights and liabilities and the provisions under Section 18 hereunder, observing and without prejudice to the provisions in Section 17.

Section 20 – Termination

1. Except in case an Event of Default or a force majeure exceeding a 180 day-period, the Agreement cannot be terminated within the term specified in the Agreement.
2. In the event of termination as a consequence of an Event of Default or a force majeure exceeding a 180 day-period ATS and Customer shall be discharged from all obligations and liabilities under this Agreement, except for accrued rights, liabilities and damages, observing and without prejudice to the provisions in Section 17.

Section 21 – Assignment

Customer shall not, without the prior written consent of ATS, be entitled to assign the benefit or burden of the Agreement in whole or in part to any third party.

Section 22 – Export Control

Services as provided by ATS to Customer and/or purchased by Customer from ATS under the Agreement may be subject to export control regulations of the Netherlands, the European Union, the United Nations, the United States of America and/or export control regulations of other countries. Customer is responsible to ensure that usage and/or transfer of Services and/or technology/information as ordered/purchased by Customer from ATS under the Agreement complies with all relevant export control regulations, including but not limited to the United States of America International Traffic in Arms Regulations (ITAR) and/or the Export Administration Regulations (EAR), if applicable. If requested by ATS, Customer will immediately provide ATS with a so-called end-user statement in regard to the ultimate use and / or destination of Services ordered/purchased by Customer. ATS reserves the right to reject delivery/provision of Services to Customer if such delivery would be conflicting with any export control regulations as described herein and / or ATS' internal export compliance policies.

Section 23 – Privacy

The privacy statement as can be found on www.airlinetechnicalsupport.com is applicable to the Agreement, and Customer shall be deemed to have read and accepted said privacy statement.

Section 24 - Applicable law and jurisdiction

1. The Agreement, that shall replace any previous (verbal) agreement made between Customer and ATS and is considered to constitute the entire understanding between Customer and ATS, is constructed according to and governed by the laws of The Netherlands, but excluding its principles regarding conflicts of law.
2. The Agreement has been reached in a spirit of mutual co-operation. Any dispute or difference arising out of the Agreement will first tried to be settled in an amicable manner. If such an attempt fails, then in the first instance both Parties have the right to admit disputes to the competent court in Rotterdam, the Netherlands.