

General Terms and Conditions (TC) of AMX Support

1. Validity

- 1.1 These terms and conditions will exclusively apply between AMX Support GmbH (short: AMX) and customers and business partners (short: customer)
- 1.2 Valid is the, at the time of conclusion of the contract or engagement, current version of our terms and conditions, available on our homepage (www.amxsupport.com).
- 1.3. We contract exclusively subject to our terms and conditions; any terms and conditions of the customer do not become part of the contract even if AMX has not expressly rejected their applicability.
- 1.4 In addition to the AMX TC the applicable pricelist of AMX in its actual revision does apply.

2. Offers, conclusion of contract

- 2.1. Offers submitted by AMX are non-binding. Commitments, representations and warranties or deviations of our terms and conditions in connection with the contract shall become binding only after written confirmation.
- 2.2. Cost estimates are not binding and free of charge. The validity of the contract is not affected if a (non-binding) cost estimate is exceeded. Likewise, such a cost estimate will not form the basis of the contract.
- 2.3. Price overviews, cost estimates or quotations, are meant to be estimated prices only.
- 2.4. "best estimate" prices are charged on actual times and parts needed with final invoice
- 2.5. AMX reserves the right that cost estimates or quoted prices are subject to change if procurement transactions have not been made in Euros. Prices are based on AMX conversion rate at the time the offer is made. AMX does notify the customer of the respective rate upon request
- 2.6. Once the proposal is signed it shall be deemed and the customer authorizes AMX to secure the manpower, order parts and start any preliminary work required to support the completion of the workscope. All costs associated with the workscope are chargeable to the customer
- 2.7. Any delay caused by customer may result in extra costs and longer downtime
- 2.8. In case of a cancellation of a confirmed maintenance service, the customer is liable for all costs already incurred and following penalties will be chargeable to customer:

7-4 weeks prior to planned date of arrival	20% penalty of contract value does apply
4-2 weeks prior to planned dated of arrival	35% penalty of contract value does apply
2 weeks – 5 days prior to planned date of arrival	50% penalty of contract value does apply
Less than 5 days prior to planned maintenance input	75% penalty of contract value does apply
Cancellations on same day	100% penalty of contract value does apply

3. Prices

- 3.1. Prices are generally not meant to be inclusive prices; prices do not include applicable taxes, packaging, transportation, loading and shipping costs as well as customs and insurance and are to be covered by the customer.
- 3.2. The professional and environmentally friendly disposal of waste material is the responsibility of the customer. If we take care for, this is to be paid by the customer in addition to the financial agreed arrangement.
- 3.3. We are entitled of our own, and at the request of the customer, to adapt required agreed prices if changes happened regarding:
 - a) the labor costs by statute, regulation, collective agreement, operating agreement or
 - b) other essential costs such as parts prices from third party supplier, exchange rates, etc. have occurred since the conclusion of the contract. The adjustment shall be made in the extent to which the actual costs changed, if we are not in default.
- 3.4. Costs for travel, per diem, and overnight accommodation will be charged separately, as per price list. Travelling time is considered as working time. AMX determines the means of transport, hotel accommodation and the necessary number of workers / employers.
- 3.5. Quotes are made in EUR. Vendor charges (parts prices) had been converted from USD to EUR based on daily exchange rate. In case of significant exchange differences or price increasements, AMX keeps to right to adjust our prices.

4. Provided goods

- 4.1. If equipment or other materials are supplied by the customer, we are entitled to charge a handling fee as per actual price list.
- 4.2. Such by the customer provided equipment and other materials are not covered by warranty.
- 4.3. Customer is obliged to provide all requested paperwork and documentation as required and asked by AMX
- 4.4. Any transportation of parts or materials between AMX and customer shall be at the customers own risk and expense.

4.5. It is the decision of AMX if parts received (whether from customer or other third-party provider) do meet the necessary standards and requirements and use of any parts not meeting the requirements can be declined by AMX at any time.

5. Payment, Pre-payment and Handling Fees

5.1. Except where a flat fee is agreed upon, the service will be billed on a labor and materials basis using AMX's latest price list, which may change from time to time. All prices listed are without tax. Working hours are understood to be the plain working hours, plus any time spent for travelling, paper work, giving or receiving instructions, providing tools and equipment, troubleshooting, preparing for the service, giving reports / updates; as well as any waiting time caused by the customer or airport facilities. Such time may be subject to an overtime surcharge.

5.2. Whenever AMX uses third party service providers the handling fees charged by AMX covers only the coordination of the service and not the service itself.

5.3. AMX shall issue an invoice after the service and customer shall pay within ten days upon receipt of AMX's invoice, in the currency of the invoice. Delays in payment will be penalised with 12% interest per annum. AMX is entitled to charge an additional dunning charge of EUR 35, -- for each reminder of payment, unless higher expenditures can be proven.

5.4. The entitlement for a cash discount requires a written agreement.

5.5. All non-AOG works do require a full payment prior to aircraft departure, unless otherwise agreed

5.6. AMX reserves the right to cease any ongoing service (and/or to claim pre-payment for any services) without notice until all, also under other existing contractual relationships with us, defaults of payments have been fulfilled. In such case, the customer does not have the right to make any claims due to non-fulfilment of any existing contract and customer shall compensate AMX for all damages caused by the late payment and subsequent stop of the service.

5.7. AMX can demand an appropriate advance payment from the customer, even after the contract is made if circumstances become known that would seem to make this necessary. If the customer delays making the advance payment, AMX can withdraw from the contract and demand compensation for non-performance.

5.8. In case of exceeding the payment deadline, even if only in terms of a single part performance, granted payment reductions (rebates, discounts, etc.) become invalid and will be added on the invoice.

5.9. The customer agrees that in the event of payment default, any and all costs and expenses in connection with debt collection (collection expenses and fees, costs for lawyers and legal proceedings, etc.) are to be solely paid by the debtor and will become part of the debt.

5.10. The customer is entitled for an offset only to the extent that claims have been legally recognized or accepted by us.

5.11. The customer is not entitled, in case of disputed parts of the invoice, to withhold payment of whole invoice.

5.12. Complaints concerning our invoice shall be submitted in writing within 10 days of the issuance of an invoice. If no complaint is made, invoices will be deemed to have been accepted and customer shall be precluded with any disputes or claims not made within this period.

5.13 Customer shall make payment in the contractually agreed currency. Any payment made in any currency other than the contractually agreed currency shall be exchanged at the exchange rate on the date the payment is valued to AMX's account. Customer remains liable for any shortfall to the amount owed resulting from such exchange.

5.14. The customer declares explicit that their data may be transmitted for the purpose of creditor information.

6. Parts

6.1. If nothing else has been agreed upon, AMX has the right to either replace defective parts with new ones or with approved (certified) parts that have been repaired and / or overhauled.

6.2. In cases in which the old parts that have been removed can no longer be repaired in an economically rentable way, the customer commits itself to pay the full price for the part that is delivered or installed without deduction of a credit for the return of the core. This re-charge is also valid, if the price estimate or cost overview does not especially indicate this part as a substitute, repaired or overhauled part and even if the price overview and/or quote did indicate only the substitute, repaired or overhauled price.

6.3. Ownership of aircraft replacement parts that are changed or replaced (OFF parts) when the technical services are carried out on the respective aircraft will be transferred to AMX.

6.4. In the case of aircraft replacement parts that are declared as substitute or core parts, the old part (OFF unit) that is removed has to be sent back to the address indicated by AMX, together with all required records, in exchange for the part. The old part (OFF part), together with all required records has to be received back at the indicated address within 10 days of initial order (PO) for the ON part had been placed. If the old part is returned late, a late return fee, depending on the part value, is applicable and does depend on vendor price list. AMX will charge a handling fee on top of this fee as per price list. If the old part is not returned within 25 days, AMX is entitled to charge the customer the full price of the part, without the credit for the return of the core. This re-charge is also valid, if the price estimate or cost overview does not especially indicate this part as a substitute, core, repaired or overhauled part.

6.5. unless otherwise agreed with customer in advance and confirmed in written by AMX, parts are ordered at the AMX preferred supplier which may change from time to time and without any previous information. Warranty programs of

operator or customer are not automatically taken into consideration and have to be explicitly mentioned to AMX before parts ordering and/or start of maintenance preparation. In case of a special vendor and/or supplier should be used, AMX has to confirm use of this vendor in writing.

6.6. All parts are subject to review by manufacturer and program provider and might be re-chargeable based on reason for exchange.

6.7. AMX assumes no liability of whatever nature to the customer relating to defects in parts procured from third parties which have been installed by AMX. However, AMX will use its best endeavours to obtain from its suppliers of parts any warranties and shall assign, if possible, such warranties to the customer.

7. Customer's duty to co-operate

7.1. The customer must arrange for and provide AMX with any related documents (including and without limitation all relevant instruction manuals and special documentation not at AMX's disposal) and with all documents on the operation, maintenance and repair history of the maintenance object, necessary for completing the maintenance service in such a way as to ensure we can perform the input without any delay. If the customer fails to supply AMX with all documents in due time, or if such documents are incomprehensible or incomplete, AMX is entitled to terminate the customer agreement immediately. In such circumstances, AMX shall be entitled for payment of those parts of the maintenance service which it had already performed prior to giving such notice of termination.

7.2. Customer shall, to the best of its knowledge, notify AMX of any defect, malfunctioning or programming error.

7.3. Our performance obligation begins at the earliest, as soon as:

- a) all technical details are clarified,
- b) the customer has provided the work order
- c) we received (if requested) pre-payments or deposits,
- d) and the customer does meet their participation obligations, particularly those mentioned in the following subsections:

7.4. The customer has to arrange for the necessary permits and approvals from third parties, at his own expense. These are welcome to be requested from us.

7.5. For parts supplied by the customer, the customer shall be solely responsible. There is no requirement for AMX to review and/or check and our liability is excluded.

7.6. The customer is not entitled to transfer any claims and rights under the contract without our written consent.

7.7 The customer shall respond with timely decisions on all matters or queries by AMX

7.8 Customer shall comply with the provisions and requirements of all export or import control laws, regulations or obligations.

8. Performance

8.1. AMX is entitled, without the prior consent of the customer but at the customer's expense, to perform additional services that AMX may consider necessary for the proper performance of the maintenance if the customer's prior consent cannot be obtained without causing a delay in the completion of the services and the price for the additional services does not exceed 25 percent of the value of the original order.

8.2. Reasonably objectively justified minor changes of our service are considered as approved by the customer already in advance.

8.3. The maintenance shall be performed by AMX in accordance with AMX's manuals and procedures.

8.4. If additional orders or changes are placed later, the duration of service will be extended accordingly.

8.5. If the customer wishes, after placing an order, to perform the service within a shorter time, overtime and/or more costs due to an acceleration of material supply may become necessary and are to be covered by customer

8.6. Justified partial deliveries and services are permitted and may be billed separately.

8.7. Discrepancies found during work or reported by crew or customer will be added in AMX work order. Further steps will be being discussed with the customer. If further troubleshooting or repairs are required, work may stop until customers written approval is given. This could impact the downtime.

9. Delivery and Performance

9.1. Deadlines regarding the duration of the input are approximate. They are only binding if expressly identified as such and in writing and by a person authorized to represent AMX.

9.2. Exceeding the agreed- upon or extended delivery deadline by up to 48 hours will not establish any rights of the customer.

9.3. Compliance with deadlines is subject to correct and timely delivery by our own suppliers. In case that aircraft replacement parts and ground supply equipment or parts have to be delivered by a third party for the maintenance, repair or modification and the relevant supplier exceeds deadlines that formed the basis for the agreement, AMX will as soon as possible, when it is likely that delivery will occur materially later than the date AMX had indicated as a provisional, non-binding delivery date, notify the customer.

9.4. Force majeure, requirements set by the authorities (e.g. non-issuance of an export license or non-approval of service deliveries as well as the withdrawal of such an export authorization), Force majeure, including but not limited to acts of God, war, insurrection, epidemics, pandemics, sabotage, labour disputes, strikes, lock-outs, shortages of labour, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of AMX's source of supply, shortage in material or energy, acts, civil unrest, travel warnings, and embargo), and other circumstances for which we are not at fault, that significantly impede performance or make performance impossible other than temporarily, exempt us from our obligation to perform for the duration of their effects. We agree to notify the customer of any such events without delay. We may withdraw from the agreement if we cannot be reasonably expected to perform for the above reasons; this does not entitle the customer to claim for compensation. This also applies if an impending event occurs while we are in default. This does not affect the customer's right to terminate the contract due to delays which make a bond to the contract unreasonable.

9.5. If the beginning or performance of service is delayed due to any reason caused by the customer, the duration of service will be extended accordingly. The period of time for carrying out repair and maintenance work starts with the day on which the aircraft is available to AMX for the agreed work. Adherence to the deadlines have a prerequisite of the prompt receipt of all of the documents to be delivered by the customer, any permits, approvals and clarifications that may be required.

9.6. AMX is entitled for any thereof resulting need of storage of material and equipment and the like, to charge 15% of the bill amount, for every started month of the delay. The customer's obligation to pay is not affected.

10. Risks and shipment of Goods

10.1. Shipments, loading and unloading as well as the transport is always on the customer's risk and costs.

10.2. The Customer authorizes any proper delivery. We do conclude transportation insurance for damage of parts only (if confirmed in written prior to shipment) and this insurance is charged extra as per AMX current price list. Any loss of parts or core parts is on customer behalf and customer's risk as well as customer's expense, if customer did not request any special insurance in written and before initiating of shipment.

11. Redelivery

11.1. If customer defaults on payment, AMX is entitled to have taken back the delivered part or other product after a time limit had been set, and the customer or purchaser is required to return it. In case customer has sold the part, the collection right of AMX will not be impacted.

11.2. Necessary and appropriate prosecution costs are carried by the customer.

11.3. Until full payment of all claims the object may neither be pledged as security nor otherwise encumbered with third-party rights. In case of other use, the customer is obligated to refer to our ownership and inform us immediately.

11.4. AMX will accept no liability for any disadvantages or losses to the customer that occurs due to cancellation or delays or in the case that a flight cannot be carried out or depart; nor when it is delayed due to a technical or other safety related reason.

12. Reservation of property rights, title

12.1. Title to parts or other products, supplied, delivered, installed or otherwise transferred by AMX shall remain with AMX until complete payment of all amounts and until all existing claims from the business relations are completely settled.

13. Third parties

13.1. Should we, on behalf of the Customer, injure property rights of third parties, AMX is entitled to claim for any reasonable advance on costs and to invoice legal costs to the customer.

13.2 AMX reserves the right to mandate subcontractors for the provision of maintenance. In such a case AMX remains responsible towards the customer for the provision of maintenance

14. Warranty

14.1. The customer's claims for defects become time-barred with 12 months after redelivery, alternatively one thousand flight hours, whichever is earlier.

14.2. The time of delivery shall be the date on which the customer is informed about the completion of the maintenance service.

14.3. Remedying of a customer alleged defect does not constitute an acceptance of a lack.

14.4. The customer has always to prove that the defect was already in place at the time of re-delivery.

14.5. All warranty claims against AMX for any defect will be excluded if the underlying defect has not been communicated by the customer to AMX immediately, within 10 working days after the discovery of the defect. The claim shall include a precise description, specifying the occurrence, extent and possible causes of the defect.

14.6. Should AMX receive such a written report not within 10 days, all warranty claims related to the defect will be excluded.

14.7. AMX is entitled for any necessary investigation, even if the parts become unusable. If investigation demonstrates that we are not at fault, the customer has to bear the cost of the investigation. Customer must give AMX access to the aircraft as soon as reasonably practicable after the defect was discovered in order to assess the defect.

14.8. If a service proves to be defective, AMX is required to cure the defect, unless it stems from a circumstance caused by the customer. If the customer or a third party performs improper reworking without giving AMX the opportunity to cure the defect, AMX will not assume liability for the consequences and incurred costs.

14.9. The customer is entitled to correct the defect himself, or to have third parties correct it, and to demand compensation from us for the necessary expenses, solely in emergencies that jeopardize operating safety, or to avert unreasonably severe damage, provided we are notified in advance, or we are in default in curing the defect.

14.10. Warranty claims against AMX shall be excluded in respect of defects of parts or materials which are not stored, handled or operated by the customer in accordance with the manufacturer's recommendations. AMX shall not be liable for any defect of parts or materials if it has been altered, overhauled or repaired during the warranty period by others than AMX. Further, AMX shall not be liable for any defects of parts or materials which have been tampered with by others than AMX, which have suffered a so-called "Foreign Object Damage" or which were damaged by the elements or similar external influences, excluding normal wear and tear. This restriction does not apply if the customer proves that AMX caused the defect.

14.11. No defect is established if the maintenance object is not fully operational at the time indicated, if this is based on different information because the customer does not comply with the customer's obligation to cooperate. Also, it is not a defect if the customer's information is not compatible with the delivered or ordered items.

14.12. In case of defects of a part or material not manufactured by AMX as well as of services not performed by ourselves, AMX will assign to customer its own rights and claims against the manufacturer or subcontractor, if any. It is customer's duty at first to enforce these rights and claims against the manufacturer or subcontractor – even before court – before raising a claim against AMX.

14.13 Any obligations of AMX are expressly limited to the costs of labour and materials required to replace and/or repair the defect at the AMX base or another agreed location or line station. If the aircraft and/or items are required to be moved from its current location to the place where the warranty repair is carried out, then such transportation costs will be at customers expense.

15. Liability

15.1. For breach of contractual or pre-contractual obligations, in particular, due to impossibility, delay, etc. AMX shall be liable for monetary damages only in cases of willful misconduct or gross negligence. Claims towards lost profits, replacement flights, saved expenditures, out of damage compensation claims of third parties as well as other direct consequential damages cannot be demanded.

15.2. Liability is limited to the maximum liability amount as per AMX's liability insurance and/or the contract amount, whichever is lower.

15.3. This restriction applies also in respect of damage to objects we are maintaining.

15.4. Damage claims shall be made at court within one month, as they are otherwise expiring.

15.5. The limitations or exclusions of liability also include claims against our employees, representatives and vicarious agents due to damages inflicted to customers.

15.6. Our liability is excluded for damage caused by improper storage, usage or operation by the customer or any third parties, or normal wear and tear, if this was causal for the damage. There is also no liability for omissions of necessary maintenance.

15.7. If and as far as the customer for damages which we are liable for, can take advantage of insurance services through customer's insurance (e.g. third party insurance, transport, fire, business interruption, and others) the customer agrees to use the insurance benefit and our liability is limited to the customer in that regard to the disadvantages caused by the customer of any such insurance (e.g. higher insurance premiums).

15.8 In no circumstances will AMX be liable whether in tort (including negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, aircraft finance costs, cost of capital while aircraft is out of service, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special indirect or consequential or pure economic loss, costs, damages, charges or expenses.

16. Insurance

16.1. The Customer shall ensure that the object subject to work or repair has been adequately insured and agrees to obtain and maintain in full force during our service is provided the following insurances:

16.1.1. Customer is responsible for maintaining a Full All Risks Insurance, equal to or greater than the value of the customer's aircraft, during the performance of any work, as well as an All Risk Property Insurance and third-party liability coverage including war risks containing a waiver of subrogation in favour of AMX, its personnel and its subcontractors.

16.1.2. Comprehensive Legal Liability Insurance including aircraft third party, passenger and war risk

17. Discrepancies

17.1. Proposals do not include repairs of any discrepancies in the aircraft found during the completion of the workscope, including without limitation, corrosion repairs, repair or replacement of broken, damaged or missing parts. Discrepancy repairs will be completed on a time and material basis, following customer information at AMX hourly rates.

17.2. Any proposal does exclude rectification of defects found during compliance of the quoted workscope. Airworthiness findings must be fixed before release. Repair of non-airworthiness finding is on decision of operator

18. Tooling/Rental Charges

18.1. Any special tooling and / or equipment rentals required will be additional and billed on the final invoice, same as all use of special tools (borescope,...).

19. Hangarage Notification

19.1. In case of delays to work approvals, payment defaults or other, AMX may suspend performance of maintenance service and remove the aircraft from hangar facilities, or upon to AMX own discretion, charge the hangarage during this time to customer until maintenance can be recommenced.

19.2. Hangar will be provided with no charge for work scopes greater than 20 manhours per day at Linz/ LOWL base maintenance facility only.

19.3. Aircraft parking prior and after maintenance input is chargeable and will be invoiced directly to customer with final invoice (including a handling fee) or by the airport directly.

20. Service Bulletins

20.1. Unless specifically stated otherwise, SB prices do not include the costs of consumables, test equipment rental, equipment access or paint work following completion of SB, or any aircraft modifications required due to previously incorporated alterations and / or discrepancies found while performing the SB. If required these items will be additional and billed on the final invoice.

21. Notes for Proposals/Quotes

21.1. Our proposals are valid for 15 days from date of issue and are only valid together with our general terms and conditions, which are published on www.amxsupport.com

21.2. Freight, associated shipping fees, customs duties and taxes are not included in quotes and will be billed on final invoice

21.3. Prices and fees not quoted (as example only: travel expenses, insurances, restocking, recertification, late return fees, necessary third party services and charges, hangarage, cleaning,...) are subject to actual costs and chargeable in addition to quotes

21.4. All attaching and small parts (e.g. o-rings, gaskets, cotter pins, seals, pins, filters, oil,...) and consumables not quoted are charged as per AMM and chargeable in addition to quotes

21.5. A charge for shop supplies and environmental costs will be applied at 4% of total invoice amount (max. 4000 EUR)

21.6. Charges not quoted for e.g. re-charges from manufacturer or supplier for any reasons, re-charges from manufacturer or supplier for not applicable core part returned and/or for exchange parts quoted are subject to actual costs and chargeable in addition to quotes

21.7. Quoted prices to be understood excluding VATs

21.8. Prices mentioned may be exceeded due to additional efforts and extra work required due to unforeseen, non-common, circumstances or troubleshooting outcome.

21.9. Labor hours quoted are excluding night (18:00lt-08:00lt) weekend (Saturday and Sunday) and Austrian, bank holiday surcharge.

21.10. Quotes do not include part handling fees. Handling fees are billed on final invoice as per AMX price list.

22. Data Protection

22.1. AMX collects, processes and uses data within the work scope solely on behalf of the customer and for the intent of the contract. AMX commits to transfer data to a third party only to our requirements.

22.2. AMX commits to adhere to orderly practice of IT, to monitor compliance and to ensure essential data storage within the common rules of conduct of the work scope, to provide security and thus to take organizational and technical measures to prevent unintentional alteration, damage or disclosure of data.

24. Sanctions

24.1 The customer warrants and represents to AMX Support that it will comply with any and all laws, rules and regulations, including (without limitation) international and national sanctions regimes and export regulations.

24.2 The customer warrants and represents to AMX Support that it is not, and that the shareholders and affiliates of the customer are not, subject to any black list, or in any other way a sanctioned party, under any international or national sanctions regime.

24.3 The customer shall immediately inform AMX Support in the event the customer, or any shareholder or affiliate of the customer, becomes subject to any black list, or in any other way a sanctioned party, under any international or national sanctions regime.

24.4 For the purpose of compliance with all laws, rules and regulations including (without limitation) international and national sanctions regimes and export regulations, the customer shall at the request of AMX Support provide all corporate and other information and documentation reasonably requested with respect to the customer, its affiliates and owners (including ultimate beneficial owner).

24.5 The customer shall defend, indemnify, release and hold harmless AMX Support and its affiliates against any and all claims, losses and liabilities arising from any violation of international and national sanctions regimes and/or export regulations due to any act or omission of the customer and/or any shareholder or affiliate of the customer.

25.6 AMX Support reserves the right to terminate an already confirmed input and/or maintenance at any time if customer becomes subject to any black list, or in any other way a sanctioned party, under any international or national sanctions regime.

23. Clause

23.1. In case individual provisions of this contract shall be or become invalid, the validity of the remaining contract will not be affected thereby.

24. General

24.1. Austrian law applies

24.2. The UN purchase law is excluded.

24.3. Place of performance is the head base of AMX (Vienna)

24.4. Jurisdiction for all disputes arising from the contractual relationship or future contracts between the customer and AMX resulting in disputes is the head of AMXs local jurisdiction.

24.5. Changes of names, company, address, legal form or other relevant information must be forwarded by customer to AMX immediately in writing

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