

1. SCOPE

These General Terms and Conditions for Repair Services (“**GTC**”) apply to all maintenance, repair, overhaul, inspection, testing and related services (“**Repair Services**”) performed by a Service Provider (“**Service Provider**”) on components, parts, modules, or equipment (“**Goods**”) received from Aero Norway AS (“**AN**”) unless otherwise agreed in writing. Any terms and conditions of Service Provider that conflict with or deviates from the GTC shall not apply unless expressly accepted by AN in writing.

AN and Service Provider are collectively referred as “**Party**” or “**the Parties**”.

GTC together with the Repair Order collectively referred as the “**Agreement**”.

These GTC apply to all maintenance, repair, overhaul inspection, testing and related services performed on Goods by Service Provider and are available at <https://aeronorway.no/general-terms-and-conditions/>. By accepting the Repair Order Service Provider confirms its agreement to GTC, unless explicitly agreed otherwise.

2. DEFINITION AND ACRONYMS

2.1. Definitions

Any expression in the singular number shall include the plural and vice versa. In these GTC, the following terms shall have the following meanings:

“**AN Facility**” means AN’s maintenance facility located in Flyplassvegen 220, 4055 Sola, Norway.

“**Business days**” means any day other than a Saturday, Sunday, or public holiday in the country where AN is located, on which commercial banks are open for business.

“**Effective Date**” means that those GTC shall become effective and binding upon the Parties on the date the Repair Order is signed by both AN and Service Provider, or on the date AN issue the Repair Order, whichever occurs first. The Effective date shall be used to determine the commencement of the obligations and rights of the parties as stipulated in this Agreement.

“**Goods**” means the parts, components, assemblies, tools, including but not limited to CFM56 engine parts, accessories, and any associated materials, or documentation, that are provided by Service Provider under the terms of this Agreement and defined in the Repair Order. This includes any components supplied for the repair, overhaul, maintenance, or modification of CFM56 engines.

“**Non-Conforming Goods**” means goods that do not meet the specification, certification, traceability, or delivery requirement, even if they work properly. (e.g. missing an EASA Form 1, incorrect part number or wrong packaging).

“**Reasonable Time**” means as the time typically required for the type of repair in question, considering industry standards and the specific condition of the Part.

“**Repair Order**” means any written order issued by AN for the Repair Services to be performed by Service Provider under these GTC. Each Repair Order shall form an integral part of the Agreement and shall become binding upon Service Provider's acceptance, either expressly or by commencement of performance.

2.2. Acronyms

Acronyms	Full Term
CISG	The United Nation Convention on Contracts for the International Sales of Goods
EASA	European Aviation Safety Agency
EU	European Union
FAA	Federal Aviation Administration
GTC	General Terms and Conditions
OCM	Original Component Manufacturer

OEM	Original Equipment Manufacturer
OFAC	Office of Foreign Assets Control
TAT	Turnaround Time
UN	United Nations
US	United States of America
USD	United States Dollar

3. SCOPE OF SERVICES

General Scope. Service Provider agrees to provide repair services as specified in each individual Repair Order, which may include but are not limited to the inspection, repair, maintenance, and overhaul of parts and components for aircraft engines and related systems (“The Services”).

Specific Services. The specific services to be provided by Service Provider shall be outlined in the corresponding Repair Order issued by AN, including: (i) **Inspection and Assessment:** Service Provider shall inspect and assess the condition of parts, components and systems, providing a detailed report of findings and recommended actions. (ii) **Repair and Maintenance:** Service Provider shall perform all necessary repairs and maintenance as specified by AN, ensuring compliance with all applicable industry standards, including EASA Part-145 and other relevant regulations. (iii) **Overhaul and Testing:** When required, Service Provider shall carry out overhaul work on components, including performance testing, to ensure full functionality and compliance with safety standards. (iv) **Documentation and Certification:** Service Provider shall provide all necessary documentation, including repair certificates, inspection reports and compliance statements, in accordance with EASA Part-145 and Norwegian regulations.

Exclusions. The Services do not include: (i) Any repair or maintenance work not specified in the individual Repair Order or mutually agree

in writing by both Parties. (ii) Work outside the scope of EASA Part-145 or other relevant regulations, unless specifically agreed and signed upon in writing. (iii) Any additional services or parts that are not expressly requested by AN in a Repair Order.

Compliance with Standards. Service Provider agrees to perform all services in compliance with: (i) EASA Part-145 (for maintenance organization), Part-M (for continuing airworthiness), and any other applicable EASA Regulations. (ii) Norwegian Law and any local or international regulations applicable. (iii) Industry Best Practices as prescribed by relevant governing bodies and industry standards.

Quality Assurance. Service Provider is responsible for ensuring that all Services are performed in accordance with the highest standards of quality and safety, and that any repair or maintenance work meets or exceeds the requirements set by AN and regulatory authorities.

4. REPAIR ORDER, PRICE AND PAYMENT TERMS

The price for the Repair Services provided by Service Provider shall be as stated in the Repair Order and shall include all taxes, shipping and handling costs unless otherwise agreed.

Payment shall be made within sixty (60) days following receipt of a duly issued and undisputed invoice, together with all required supporting documentation, or as otherwise agreed and stipulated in the Repair Order.

If, in the reasonable opinion of AN, the invoice is incomplete, insufficiently documented, or otherwise disputed, AN may return the invoice to Service Provider without payment, stating the reason for rejection. In such case, the invoice shall not be deemed received until a corrected and properly documented invoice is submitted.

AN shall be entitled to audit, at Service Provider’s premises or those of any of its subcontractors, all payments made under the Agreement. Such audit rights shall apply during the term of the Repair Order and for a period of

two (2) years following the end of the calendar year in which the Services were rendered.

5. MODIFICATION OF THE REPAIR ORDER

AN may propose modifications to the Repair Order, including changes to the scope of work, technical instructions, service level, delivery schedule, or compliance requirements.

Any proposed modification shall be made in writing. Service Provider shall notify AN without undue delay if such modification affects the cost, timeline, or feasibility of the Services.

No modification shall be binding unless confirmed in writing by both Parties. Any agreed changes shall be documented as an Amendment to the Repair Order.

6. TURNAROUND TIME AND DELAYS

Turnaround Time (TAT). Service Provider shall provide the TAT for the repair of the Part as specified in the Repair Order or its amendments. The agreed TAT shall be adhered to unless otherwise mutually agreed upon in writing by both Parties.

Due Date. Service Provider shall ensure that the repaired Part is returned to AN by the agreed due date, as specified in the Repair Order.

If the Repair Order does not specify any due date, Service Provider shall use reasonable efforts to complete the repair services and return the repaired part within a Reasonable Time based on the complexity of the repair, availability of parts, and other operational factors.

If the TAT or the due date is not met, Service Provider shall promptly notify AN of any anticipated delays, providing a revised delivery schedule.

Communication of Delays. In the event of delays due to factors within Service Provider's control (such as lack of resources, unexpected repairs, etc), Service Provider shall inform AN of such delays as soon as they are known and provide a revised delivery schedule. Both Parties will work collaboratively to adjust expectations and ensure a timely resolution.

Failure to Deliver on Time. If Service Provider fails to meet the revised TAT, AN and Service Provider shall work together to assess the situation and determine the best course of action. In cases where the delay causes significant impact on the Company's operations or create additional costs, the Company reserves the right to request a fair adjustment to the repair cost or seek alternative repair services, after discussion with Service Provider.

7. PACKING, DELIVERY AND RISK OF LOSS

Unless otherwise specified, all packing, and packaging shall comply with the requirements set forth in ATA Spec 300 and manufacturer instruction to prevent damage during transport.

Each shipment must be clearly marked with the relevant Repair Order or Repair Order number on the outside of the package. Unmarked shipments may be refused and returned at Service Provider's expense.

AN shall issue a Repair Order in writing specifying the quality, specification, and delivery date for the Goods. Service Provider agrees to deliver the Goods to the location specified by AN in the Repair Order in accordance with the agreed Incoterms 2020.

The applicable Incoterms (Incoterms® 2020) shall be those specified in the relevant Repair Order. In the absence of such specification, the following Incoterms shall apply by default:

Delivery and re-delivery shall be made EXW (Ex-Work) Incoterms 2020 ® at AN's Facility.

Service Provider shall promptly notify AN in writing if any delay in completion or delivery is anticipated. In the event of failure to perform the Services or deliver the repaired Part by the agreed deadline, or by any revised date confirmed in writing, AN shall be entitled to claim damages or any additional costs incurred as a result. This is in addition to any other rights available under the Agreement and its applicable law.

The risk of loss or damage to the Goods shall remain with Service Provider until the repaired

Part is returned to the Company in accordance with the agreed Incoterms 2020.

If the Part is lost or damaged during the repair process or while in transit back to AN, Service Provider shall be responsible for taking all necessary actions to rectify the situation, including repairing or replacing the lost or damaged Part, at no additional cost to AN in accordance with Incoterms 2020.

Service Provider shall bear all costs associated with any necessary measures to ensure the Part is returned in accordance with the terms of the Repair Order. This includes any actions required to remedy any loss, damage, or non-compliance with the agreed specifications that may occur during the repair process or prior to the delivery of the repaired Part to AN.

8. SUBCONTRACTING

Service Provider shall not subcontract any work under the Agreement related to maintenance, overhaul, repair, or airworthiness releases without prior written consent from AN. All subcontractors must hold appropriate EASA or equivalent approvals.

9. WARRANTY

General Warranty. Service Provider guarantees that the Goods re-delivered under the Repair Order shall cumulatively: (i) Conform in all respects to the specification and requirements of the Agreement. (ii) Be free from any defect in design, material, and workmanship. (iii) Be suitable for the intended purpose.

The general warranty period shall commence on the date of re-delivery and remain valid for two years thereafter (“**General Warranty Period**”).

Warranty work. If Service Provider performs any warranty work within the General Warranty Period, Service Provider warrants the affected parts of the Goods for an additional one (1) year from the date of completion of the warranty work or for the remaining period of the General Warranty Period, whichever is longer.

Defects and notification. If, before the expiry of the Original Warranty Period or the Engine-

Related Parts Warranty Period (“**The Warranties Periods**”): (i) The Goods are found to have a defect at the time of delivery, or (ii) A defect arises for which Service Providers is responsible under this Section.

Then Service Provider shall be liable for the defect provided that AN notify Service Provider in writing of any Defect and its description within thirty (30) days of the defect becoming apparent and no later than thirty (30) days after the expiration of the Warranties Periods. Service Provider’s warranty obligations are limited to the defects that arise within the applicable warranty period.

Remedies. In the event of any defect covered by this Warranty and Guarantee Section: (i) Service Provider shall, at its own cost, promptly repair or replace the Defective Goods or parts. (ii) AN is entitled to rectify the defect itself or through a third Party if Service Provider fails to act in a timely manner. In such case, Service Provider shall reimburse all necessary costs incurred. (iii) In addition, AN may also claim damages for the defect in accordance with the applicable law.

10. SERVICE PROVIDER PERSONNEL

Qualified Personnel. Service Provider shall ensure that all personnel assigned to perform the Services under this Agreement are adequately trained, qualified, and experienced in accordance with the requirements set forth by EASA and relevant regulation authorities.

Service Provider shall ensure that all personnel hold the necessary qualifications for the task they are performing including any EASA Part-145 certifications, and that their qualifications are up to date.

Substitution of Personnel. Service Provider agrees that any change in the personnel assigned to perform the Services must be communicated to AN in advance. Service Provider shall ensure that any replacement personnel have equivalent qualifications, experience, and certifications to meet the standards required by AN and regulatory authorities. AN reserves the right to approve or reject any personnel substitutions.

Supervision and Responsibility. Service Provider shall designate a qualified supervisor or manage responsible for overseeing the Services performed under this Agreement. This individual shall have sufficient authority and knowledge to ensure that all work is carried out in compliance with EASA regulations and industry standards. Service Provider's supervisor shall be available to AN for consultation and coordination during the term of this Agreement.

Compliance with Safety and Regulatory Standards. Service Provider shall ensure that all personnel adhere to applicable safety protocols, work procedures, and regulatory standards while performing the Services. All personnel must follow AN safety's policies, as well as EASA, FAA and Norwegian safety regulations, throughout the duration of the work.

11. COMPLIANCE, CERTIFICATION AND TRACEABILITY

Service Provider shall ensure that the Goods delivered to AN have been repaired in full compliance with all applicable laws, regulations, and requirements set forth by the relevant public authorities, including but not limited to Regulation (EU) No. 1321/2014 on the continuing airworthiness of aircraft and aeronautical products, parts, and appliances, and the approval of organizations and personnel involved in these tasks (EASA Continuing Airworthiness Regulation), the requirement of EASA Part-145 and Part M (as applicable).

Service Provider shall ensure that all repaired, overhauled, or tested Goods are returned with a valid release certificate, which must comply with section 11.

Service Provider shall ensure full traceability of all repaired parts and retain related records for at least ten (10) years. Records shall be made available to AN or the relevant authority upon request.

12. NON-CONFORMING GOODS

Non-conforming Goods that are delivered pursuant to the Repair Order, whether produced through a manufacturing process, or

overhaul/repair maintenance activity, shall be destroyed if they cannot be repaired.

Where a Good is found to be non-conforming after being sent to Service Provider, Service Provider must notify AN immediately upon learning of the non-conforming Goods. AN reserves the unqualified right to accept or reject, in part or in whole, any non-conforming Goods pursuant delivered Pursuant to the Repair Order.

13. COUNTERFEITS PARTS

Service Provider is hereby notified that the use and delivery of counterfeit or unapproved Goods is of critical concern to AN.

Service provider shall not install or return any counterfeit, unapproved or suspects parts to AN under this Agreement.

Service Provider shall only use or install components and material sources from the OEM, OCM, or their authorized distributor chains. Use of parts sourced from independent distributors or brokers is strictly prohibited unless prior written approval has been obtained from AN.

Goods sources from EASA Part-145 organization or their equivalent aviation authorities may be accepted, provided that their quality systems ensure full compliance and traceability in accordance with applicable regulatory requirements.

Service Provider must provide documentation that authenticates traceability to the OEM/OCM.

14. HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE

When Service Provider perform any work or service on premises owned or controlled by AN, Service Provider shall ensure the safety of its personnel and all other who may be affected by such activities. Service Provider shall comply with all applicable health, safety, and environmental laws, as well as AN's internal safety regulations and procedures.

15. QUALITY ASSURANCE, ACCESS, AND AUDITS RIGHTS

Service Provider shall maintain an effective, documented, and certified quality assurance system that complies with applicable aviation industry standards and, when relevant, with EASA Part 145 requirements. Service Provider shall ensure that all Goods are produced, tested, inspected, packaged, and shipped in accordance with the agreed specifications, drawings regulations and applicable airworthiness standards.

Service Provider shall grant AN, its Service Provider, regulatory authorities (including EASA), and third-party certification bodies unrestricted access to premises, records and personal for inspection, audits, or verification purposes, as necessary to ensure compliance with EASA 145.A.140, AS 9110:2018, and other applicable regulations. This includes any relevant subcontractors.

This access shall be provided upon reasonable notice and during normal business hours, or immediately in case of safety, airworthiness, or compliance concerns.

Such audits may include, without limitation, verification of certifications, traceability of parts, quality systems and adherence to export control and safety requirements. Service Provider shall cooperate fully and implement corrective actions where deficiencies are identified. This obligation shall survive the termination or expiration of the Agreement for as long as is necessary to ensure compliance with all applicable standards and regulations.

16. INSPECTION AND ACCEPTANCE

Service Provider shall ensure that all Goods delivered under the Agreement have been properly inspected, tested, and certified in accordance with applicable technical, airworthiness and regulatory standards, including EASA Part-145 requirements where applicable.

Service Provider shall ensure that AN, or any third party appointed by AN, is offered the opportunity to inspect or witness the testing of the Goods, either at Service Provider's facilities or any other relevant location. Such witnessing, if conducted, shall not relieve Service Provider

of any of its responsibilities, warranties, or liabilities under the Repair Order.

The Goods shall remain subject to final inspection and acceptance, or rejection, by AN upon arrival at the agreed delivery destination as specified in the Repair Order. Any acceptance by AN shall not waive any rights relating to latent defects, non-conformities, or breaches of warranty identified after delivery.

17. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

Service Provider shall ensure compliance will all applicable privacy laws and regulations, including but not limited to the European Union's General Data Protection Regulation (GDPR), and any other laws relating to the processing and protection of personal data, as well as any applicable intellectual property rights. This includes, but is not limited to, the protection of patents, copyrights, trademarks, and trade secrets relating to the Goods, and the proper licensing and permits for any products supplied under this Agreement.

If the execution of the Repair Order requires any license, permit or approval from any regulatory authority in the country of shipment or origin, the Repair Order shall be conditional upon such license, permit, or approval being available at the relevant time. Service Provider shall be fully responsible for obtaining and maintaining all necessary licenses, permits, and approvals required for the lawful provision of the Goods.

Service Provider agrees to protect, indemnify, and hold harmless AN and its personal from and against any and all liabilities, claim, losses, damages, or expenses, including legal fees and costs, arising from any action, suit, or litigation related to the use, resale or possession of the Goods supplied under this Agreement, including claims regarding intellectual property rights (patents, copyrights, trademarks, etc), foreign or domestic, or violations thereof.

Service Provider shall promptly notify AN in writing if any claims are made against the Goods related to intellectual property rights or if any third-party intellectual property rights are violated during the provision or use of the

Goods. Service Provider shall take all necessary actions to resolve such claims, including any necessary settlement or defence of AN's right, at its own expense.

18. PROPRIETARY RIGHTS AND CONFIDENTIALITY

Commercial and Technical information, including drawings, documents, computer programs, and any copies thereof, provided by AN to Service Provider shall remain the exclusive property of AN. All information delivered by Service Provider to AN shall also be the property of AN. Service Provider agrees that information provided by AN shall not be used for any purpose other than the execution of the Agreement.

Upon expiry or termination of the Agreement, all documentation, computer, programs, and copies thereof provided by AN, as well as any Service Provider-provided information that is considered AN' property, shall be promptly delivered to AN, unless otherwise agreed in writing.

All information disclosed by AN, whether oral or written, shall be considered Confidential information ("**Confidential Information**"). Service Provider acknowledges that such Confidential Information shall be kept strictly confidential and shall not be disclosed to any third party without the prior written consent of AN, except to those employees, professional advisors, or affiliates of Service Provider who have a legitimate need to know such information, provided that these third parties are bound by confidentiality obligations that are no less restrictive than those contained in this Agreement.

Service Provider shall use Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not use the information for any other purpose.

The confidentiality obligations stated in this Section shall survive for a period of five (5) years from the date following the disclosure of the Confidential Information.

Confidential Information does not include information that is publicly known, lawfully

obtained from a third party, or required to be disclosed by law or court order. In such cases, Service Provider must promptly notify AN in writing of such requirement and take all reasonable steps to minimize the disclosure.

19. FORCE MAJEURE

Neither Party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is attributable to a force majeure event, including without limitation: fire, floods, riots, work stoppages, weather, act of God, war, terrorism, or delays arising from compliance with any law or government regulation or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party or its subcontractors.

If any such force majeure occurs, the party delayed or unable to perform shall promptly give notice to the other party, stating the nature of the force majeure and any action being taken to avoid or minimize its effects.

If delivery of any Goods is delayed by any force majeure event for more than two months, AN may, without any additional extension, cancel all part of the Repair Order with respect to the delayed Good.

20. INSURANCE

Service Provider shall obtain and maintain, at its own expense, all insurance coverage required by applicable laws and regulation, as well as insurance necessary to cover Service Provider's responsibilities and liabilities under the Agreement.

Service Provider's obligations under the Repair Order shall not be limited or waived by the insurance coverage required under this Section.

Upon AN's request, Service Provider shall provide certified copy of the insurance policies and certificates, including details of coverage, limits, and any other relevant information.

21. LIABILITY

Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including loss of profit,

revenue or business opportunities arising out of or relating to this Agreement, except in case of gross negligence, wilful misconduct, or breach of confidentiality, intellectual property, or data protection obligations. The Party total cumulative liability under this Agreement shall not exceed the value of the affected Repair Order, unless otherwise agreed in writing or required by the applicable law.

22. INDEMNIFICATION

Service Provider shall be responsible or/and shall indemnify and hold harmless AN, its officers, employees, agents, and representatives from and against any and all claims, demands, proceedings, actions, damages, losses, costs, liabilities, and expenses arising out of or in connection with any damage, loss or injury (including death) to any person or property, resulting from or arising out of Service Provider's negligence, acts, omissions, or breach of this Agreement, regardless of whether any negligence, acts, or omissions of AN contributed to such injury, death or property damage. This indemnity obligation shall extend to any claims related to the Goods, including but not limited to defects in the Goods, non-compliance with safety and regulatory standards, or failure to meet agreed specifications.

23. TAXES AND DUTIES

All taxes, tariffs, fees, duties, and any other governmental charges assessed by national, local, or foreign authorities having jurisdiction, against Service Provider in connection with the Goods under this Repair Order at its place of business and at place of execution of the Agreement, shall be for Service Provider's account.

24. IMPORT/EXPORT COMPLIANCE

Service Provider will comply with laws, regulations, directives, and orders of the United States ("US"), the United Nations ("UN"), the European Union ("EU"), the European Free Trade Association, Norway, and any other applicable authority relating to economic sanctions, trade embargoes, and other

restrictions on exports, re-exports, import, transfer or resale of goods, services, technology, software, technical assistance and brokering services, including, without limitation, sanctions laws administered by the US department of the Treasury, Office of Foreign Assets Control ("OFAC"); the US Export Administration Regulations administered by the US Department of Commerce, Bureau of Industry and Security; the EU Dual Use Regulation (Council Regulation No. 428/2009 as amended); the UK Export Control Order 2008 (as amended); and any export control laws, regulations, orders or directives in force in Norway ("Sanction and Export Control Laws").

Service Provider shall be responsible for applying for, obtaining, and maintaining all required export, import licenses and approvals and complying with all applicable export, import reporting requirements. It shall be a condition precedent to AN's obligations under this Agreement that all necessary and desirable export licenses and approvals will be granted and continue in effect during the term of this Agreement.

Each party shall, upon request, provide reasonable assistance to the other Party in such Party's effort to obtain any applicable export license required for its exports or re-exports.

AN does not assume any responsibility for obtaining export licenses or approvals related to the goods and will not be held liable if Service Provider fails to obtain or maintain such licenses or approvals.

If the import, export of any goods and services is restricted or becomes subject to special controls under any applicable Sanctions and Export Control Laws or regulations, Service Provider shall be responsible for addressing and complying with such restrictions.

If Service Provider is unable to comply with the Sanction and Export Control Laws requirements for any goods under this Agreement, AN shall have the right to reject or return those goods at Service Provider's expense. AN shall not be liable for any failure to accept delivery or any delays in receiving

goods caused by Service Provider's failure to meet the export control requirements.

25. COMPLIANCE WITH LAWS AND ETHICAL STANDARDS

Each party shall at all times comply with applicable laws and regulations relating to bribery, corruption, money laundering, fraud, export controls, and sanctions, including but not limited to the Norwegian Penal Code, the UK Bribery Act, the US Foreign Corrupt Practices Act, and relevant sanctions regulations imposed by the UN, EU, US (OFAC), UK, Norway, or any other applicable authority ("Sanctions and Anti-Corruption Laws").

Service Provider represents and warrants that it is not: (i) listed on or 50% or more owned or controlled (directly or indirectly) by any person or entity listed on, any sanction list maintains by OFAC's List of Specially Designated Nationals and Blocked Persons or otherwise subject to US blocking sanctions under Executive Orders or OFAC regulations, or sanction administered by the UN, the EU, the Norwegian Ministry of Foreign Affairs, or any other relevant authority. (ii) ordinarily resident in, or organized under the laws of, any country or territory subject to comprehensive international sanctions, including but not limited to Russia, Crimea, Cuban, Iran, North Korea, Sudan, Syria, or any other territory subject to similar sanctions after the date of this Agreement ("Restricted Territory"). (iii) A government entity, agency, or instrumentality, or 50% or more owned or controlled by, or otherwise part of the government of a Restricted Territory.

Service Provider will not, directly, or indirectly: (A) Sell, export, re-export, transfer or otherwise make available any Goods purchased (i) to any entities, individuals or vessels listed, or entities 50% or more owner or otherwise controlled (directly or indirectly) by entities or individuals listed, on any Sanctions List (whether designated by name or by reason of being included in a class of person); (ii) to any end-use that would export AN to a risk of violating any Sanction and Export control Laws; (iii) to any entity, individual or vessel located in, or in the territorial waters of, a Restricted Territory, including (a) the government of, an agency or

instrumentality of the government or, or an entity owner or controlled by the government of, any Restricted Territory; (b) an entity located in, organised under the laws of, headquartered in, with a principal place of business in, or otherwise operating from a Restricted Territory; or (c) an individual from, located in, or ordinarily resident in a Restricted Territory; (iv) to a non-Restricted Territory with knowledge or reason to know that the Goods will have its end use in a Restricted Territory; or (v) to a non-Sanctioned Party with knowledge or reason to know that the Goods will be for end use by a Sanctioned Party. (B) Offer, give, solicit, or accept any improper benefit, advantage, gift, or payment in relation to this Agreement.

Respect for Human Rights. Service Provider undertakes to respect internationally recognized human rights, including the United Nation Guiding Principles on Business and Human Rights, the ILO Declaration on Fundamental Principle and Rights at Work, the International Covenant Civil and Political Rights and on Economic, Social and Cultural Rights, and applicable laws relating to human rights. Where there are discrepancies between the laws and regulations, the strictest requirements shall apply.

AN's General Compliance. AN acknowledges that is also subject to applicable anti-corruption, sanctions, and export control laws, and shall not knowingly require Service Provider to act in breach of such laws.

Notification Obligations. Service Provider shall promptly notify AN in writing if (i) any circumstances indicates that any Goods may have been sold, exported, reexported or otherwise diverted to a prohibited end-user, destination, or end use; or (ii) If Service Provider, any of its shareholder or of its respective directors, officers, agents, employees, or any party acting on behalf of any of them becomes identified on any Sanction List.

Remedies and Termination. Without prejudice to any other right or remedies that Service Provider may have under the Agreement or at law (including, as applicable,

the right to damages for breach of contract), AN shall have the right to suspend or terminate this Agreement with immediate effect, without liability if: (i) Service Provider breaches any of the warranties under this Article, or (ii) Service Provider is listed or become listed on a Sanction List and/or violates or causes AN to violate Sanctions and Export Control Laws in connection with the Agreement, or (iii) A final, binding legal decision confirms a material breach of applicable anti-corruption, sanctions, or export control laws by Service Provider.

Such breach shall be deemed a material breach of contract, and AN shall be entitled to claim damage, losses or costs resulting from such breach.

26. PROHIBITION ON SALE, EXPORT, AND RE-EXPORT TO THE RUSSIA FEDERATION

The Parties shall not sell, export or re-export, directly or indirectly, or for use to the Russia Federation any Goods supplied under or in connection with this Agreement that fall under the scope of the lasted version of Section 19g of the Norwegian regulation of 15 August 2014 No. 1076 which implements Article 12g of Council Regulation (EU) No 833/2014 concerning restrictive measures concerning actions undermining or threatening the territorial integrity, sovereignty, independence, and stability of Ukraine, as amended from time to time.

The Parties shall undertake its best efforts to ensure that the purpose of this Article is not frustrated by any third parties further down the commercial chain, including by possible resellers.

The Parties shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Article.

Any violation of this Article shall constitute a material breach of these Agreement, and the innocent Party shall be entitled to seek appropriate remedies, including, but not limited

to: (i) immediately terminate this Agreement with the effect that the goods shall be returned to Service Provider at the guilty Party's cost; and (ii) Penalty from the guilty party of [25] % of the total value of this Agreement or the price of the goods exported, whichever is higher.

The Party shall immediately inform the innocent Party about any problems in applying this Article, including any relevant activities by third parties that could frustrate the purpose of this Article. The Party shall make available to the Innocent Party all reasonable information concerning compliance with the obligations under this Article as soon as reasonably practical and always within one week from receiving a request for such information.

27. PROHIBITION OF TRANSFER AND USE OF INTELLECTUAL PROPERTY RIGHTS TO THE RUSSIA FEDERATION

For the purpose of this clause, "Restricted Entity" refers to any natural or legal person, entity, or body connected to the Russian Federation, as specified under EU Regulation 833/2014, including its amendments and any associated annexes.

For the purpose of this clause, "Intellectual property" includes all patents, trademarks, copyrights, trade secrets, know-how, and any other proprietary information related to the licensed technology.

To ensure compliance with the EU 14th sanctions package implemented in Norwegian Law in the Regulation dated as of 15th of August 2014 No.1076 "On restrictive measures concerning action that undermine or threaten Ukraine's territorial integrity, sovereignty, independence and stability" prohibiting Russian entities from benefiting directly or indirectly from intellectual property that are protected, licensed or transferred from Norway, and the European Union.

Prohibition on use and transfer. The Parties agree and warrant that they will not directly or indirectly transfer, license, sublicense or otherwise make available any intellectual property, proprietary technology, trade secrets,

patents, trademarks, copyrighted materials, or any associated knowledge derived from the other Party to:

Any individual, entity or government affiliated with or based in the Russian Federation; or

Any third-party where it is known, or ought reasonably to be known, that such Intellectual property right or associated rights will be used for the benefit of any Russian-affiliated Party.

28. TERMINATION, CANCELLATION AND SUSPENSION

Termination for Convenience. AN may terminate the Agreement, in whole or in part, at any time prior to the delivery date by giving written notice to Service Provider. In the event of such termination, Service Provider shall immediately cease all work related to the terminated portion and shall be entitled solely to payment for Goods properly delivery and any work performed up to the date of termination. This payment shall constitute full and final settlement of any claims Service Provider may have in connection with the terminated portion.

Suspension of Performance. Prior to the delivery date, AN may, at its sole discretion, suspend the Agreement in whole or in part, for a limited period by providing written notice to Service Provider. Such suspension shall not entitle Service Provider to any compensation, price adjustment, or extension of time unless otherwise agreed in writing. Service Provider shall resume performance immediately upon receipt of notice from AN to continue.

Termination for Cause. AN may terminate this Agreement with immediate effect by giving written notice to Service Provider if (i) Service Provider breaches any material obligation under the Agreement and fails to remedy such breach within fifteen (15) business days after receipt of the written notice from AN; (ii) Insolvency, bankruptcy, or other financial distress affecting Service Provider that may impact its performance; or (iii) There is a breach of applicable laws, including export control, sanctions, or anti-corruption laws.

In such case, AN shall have no obligation to make further payments, and reserves the right to

claim damages or losses incurred as a result of the breach.

Effect of termination. Termination, cancellation, or suspension under this clause shall not affect any right or obligation that have accrued prior to such termination or any provision that by their nature are intended to survive, including but not limited to confidentiality, warranties, indemnities, and governing laws.

29. MISCELLANEOUS

Notice. Any important messages or communications related to this Agreement should be made in writing and send by email, post or courier to the contact details provided in the Repair Order or otherwise agreed between the Parties Notices are considered received: on the same day if delivered by hand or email (unless an error message is received), or within five (5) working days if sent by post or courier.

Language and means of Communication. All notice and communication in connection with this Agreement shall be given in English.

Currency. All payment under this Agreement shall be made in United States Dollars ("USD"), unless otherwise expressly agreed in writing by both Parties.

Entire Agreement. The GTC with the Repair Order comprises the entire agreement between the Parties, as detailed in the various articles of this GTC and there are not any agreements, understandings, promises or condition, oral or written, expressed, or implied concerning the subject matter which are not merged into this contract and supersede hereby. Those GTC and Repair Order may be amended in the future only in writing, executed and signed by the Parties.

Captions used under this Agreement are for convenience of reference only and shall not be interpreted as in any way limiting or extending the meaning of the provisions to which such caption may refers.

Invalidity of terms. If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term

and conditions shall be valid and enforceable to the fullest extent permitted by law. No Party shall be deemed to have waived any of its rights under this Agreement except by a written waiver signed by such party's authorized representative.

Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions concerning confidentiality, intellectual property, indemnification, warranties, and liabilities, shall remain in full force and effect after the termination or expiration of this Agreement, regardless of the reason for termination,

Assignment. Neither Party may assign its right or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld or delayed. Any assignment made in contravention of this article shall be invalid.

Agreement Changes. This Agreement shall not be varied in terms or amended except by an instrument in writing explicitly terms as Contractual Addendum and signed by a duly authorized executive of both contracting Parties an dated a date as of or subsequent to the date of this Agreement. Verbal agreements reached during the period of this Agreement shall not be binding upon either Party except to the extent mutually confirmed and duly signed by authorized executives.

Waiver. No failure or delay by AN in exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of the same of any other right, power or remedy. Any waiver must be made explicitly in writing.

No third-party beneficiaries. This Agreement is made solely for the benefit of the parties hereto, and nothing in this Agreement shall be construed to confer upon any third party right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. No third

party shall have any right to enforce any provision of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original but all of which together constitute one and the same instrument.

Independent Contractor. The relationship between the Parties under this agreement is that of independent contractors, and nothing contained herein shall be construed to create a relationship of employer and employee or principal and agent between Service Provider and AN. Service Provider's personnel shall serve under the exclusive direction and control of Service Provider and shall not be deemed to be employees or agent of AN.

Order of preference. In the event of any inconsistency, conflict, or ambiguity, between the documents forming part of this Agreement, the order of preference shall be as follows:

- (i) **The Repair Order** specifying the quality, specifications, delivery terms and any special conditions ("**Special Conditions**").
- (ii) **Any Special Conditions** expressly stated in the Repair Order, which shall take precedence over these GTC in case of any inconsistency or conflict. Where Special Conditions are stated in the Repair Order, those conditions shall apply in addition to the GTC, except that in the event of any inconsistency or conflict between the Special Conditions and the GTC, the Special Condition shall prevail and take precedence
- (iii) **Any amendments, notifications or additional terms** agreed in writing and signed by both Parties that modified the GTC.
- (iv) **The GTC** of this Agreement.

Governing law. The Repair Order, the GTC and any legal matters which may arise out of it or in connection herewith shall be subject to, construed and interpreted exclusively in accordance with the laws of Norway.

The Parties agree that the provisions of the United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply to this Agreement to the extent that they conflict with the specific provision of this Agreement.

Dispute resolution. Each Party irrevocably agrees that the court of Norway shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual dispute or claims) arising out or in connection with this Repair Order and GTC or its subject matter of formation.

Effectiveness of the Agreement. The Agreement enter into force on the Effective Date.

If you have any question or concern about those GTC, please contact us at:

kjetil.galta@aeronorway.no
sales@aeronorway.no

Aero Norway AS

Flyplassvegen 220, 4055, Sola Norway.

22.09.2025