

AERO NORWAY AS – GENERAL TERMS AND CONDITIONS FOR ENGINE MAINTENANCE SERVICES

1. SCOPE

These General Terms and Condition (“GTC”) govern the provision of The Maintenance Services for CFM56 engines, as performed by **Aero Norway AS** (the “**Service Provider**”) pursuant to a written agreement (“**The Proposal**”) entered with the customer (“**The Customer**”).

Service Provider and Customer may also be referred to in the singular as “**Party**” and in the plural as “**Parties**”.

These GTC forms an integral part of the Proposal, unless otherwise expressly agreed in writing, and shall take effect as of the Effective Date defined as the last signature date stated on the Proposal.

GTC and proposal may collectively be referred as “**The Agreement**”.

The Services shall be performed in accordance with applicable regulatory requirements, including but not limited to EASA regulations, OEM maintenance manuals, and industry standards.

2. DEFINITIONS AND ABBREVIATIONS

“**BER**” or “**Beyond Economic Repair**” means in respect of a Part, that the price of repairing the Parts exceed sixty-five percent (65%) of the then current manufacturer’s list price for the Part of its superseding equivalent.

“**Contractors**” refers to a third-party organization or individual engaged by the Service Provider to perform maintenance, repair or related services as part of the Maintenance Services, where such party operates under its own regulatory approval (e.g. EASA Part-145 or equivalent).

“**Core Performance Restoration**” means a Workscope performed by Service Provider which, as a minimum, includes overhaul of the HPC, Combustor and HPT modules and QEC and Accessories following the minimum workscope as outlined in accordance with WPG guidelines.

“**Engine(s)**” means the CFM56 gas turbine engine that is owned or operated by Customer.

“**Equipment**” means the Engine(s), modules, parts, components, quick engine change, similar engine mounted hardware and any nacelle or Engine parts upon which The Service Provider acquiesce in the Proposal to perform Maintenance Services, as applicable.

“**Maintenance Services**” means all activities performed by Service Provider related to the inspection, testing, repair, overhaul, modification, or replacement of parts, modules, components, or accessories of CFM56 engines and related

equipment, including documentation and certification, as specified in the Proposal.

If the Customer is an air carrier, the Maintenance Services shall be performed in accordance with the Customer’s approved continuous airworthiness management program (“CAMP”), provided that the Customer supplies the current version of the program to the Service Provider in a timely manner.

The Customer shall ensure that the CAMP is approved or accepted by the relevant aviation authority.

“**OEM**” Original Equipment Manufacturer.

“**OEM Alternative Parts**” means the FAA an/or EASA approved: (a) PMA Parts; or (b) Supplemental Type Certificate qualified parts for CFMI’s Equipment.

“**The Proposal**” means a contract between Service Provider and Customer under which Service Provider agrees to perform Maintenance Services in return for payment by the Customer (including these GTC).

“**Service Provider Facility**” means the Service Provider maintenance facility located at Flyplassvegen 220, 4055 Sola, Norway.

“**Shop Visit**” means when an Engine has been delivered to the Service Provider’s facility for Maintenance Services under this Agreement.

“**Workscope**” means a scope of work for a particular engine serial number as agreed, signed and documented by both Parties.

3. SCOPE AND EXCLUSIVE VALIDITY OF THESE GTC

The GTC shall exclusively apply to all Proposals unless the Parties have expressly agreed on any other terms and conditions.

By placing a service order or otherwise accepting the Services, the Customer acknowledges and agrees that these GTC form an integral part of the contractual relationship and govern all aspects of the Services, except where expressly superseded by a separate written agreement or expressly defined in the Proposal.

4. CONCLUSION OF THE AGREEMENT

By submitting a signed Proposal, or otherwise engaging the Service Provider for Maintenance Services, the Customer acknowledge and accepts the applicability of these GTC, including when made available online.

5. SUBCONTRACTING

The Service Provider may subcontract certain service to Contractor (“**Subcontractors**”), and guarantee that those Contractors are duly certified and approved by the relevant aviation authority for the performance of the contracted services.

The Contractors will perform Maintenance Services on Customer’s Equipment in accordance with technical data approved or accepted by the U.S. Federal Aviation Administration (“FAA”), European Aviation Safety Agency (“EASA”) or other relevant national airworthiness authority (“NAA”) if applicable and specifically listed in the Agreement.

6. MAINTENANCE SERVICES PROCEDURE

INDUCTION SLOTS. Prior to the Equipment being due for Maintenance Services, Customer shall request and induction slot from Service Provider. The Equipment can send to Service Provider Facility, only if the three cumulative conditions are met: (i) There is a slot available for the Equipment, (ii) When an Agreement has been signed by both Parties for the Maintenance Service concerning this precise Equipment. (iii) The Parties mutually agree on an induction date.

REPAIR ORDER. When the Customer require Maintenance Services to be completed hereunder, it shall issue a Repair Order setting out the required scope of work and the maintenance slots applicable thereto and the Service Provider shall promptly and in any event within five (5) days confirm its acceptance of the Agreement or provide reasons for rejecting such Agreement.

DOCUMENTATION. All Equipment shall be sent to the Service Provider Facility in QEC configuration included all accessories and QEC installed for the Service Provider to be able to run the Engine on the test cell. The Customer shall also provide at the same time the Engine Documentation Form detailed in the Proposal. Once those two conditions are met, Service Provider shall perform an incoming inspection. Any deviation in the QEC configuration shall be noted and the Customer shall then be advised by the Service Provider.

REPRESENTATION AND COVENANTS. The Customer represents and covenants that, to the best of its knowledge, there is no reason that the Equipment delivered for Maintenance Services may not be repairable based upon methods, techniques, and practices acceptable to the EASA, NAA or other airworthiness authority with relevant jurisdiction. Customer further represents that, to the best of its knowledge, unless otherwise disclosed to Service Provider in writing, the Engine: (a) is of proper configuration; and (b) was produced in compliance with applicable aviation regulations; and (c) has not been involved in an accident, extreme environmental conditions, or other abnormal

operating conditions; and (d) does not contain any prior repairs or modifications not performed in full compliance with applicable regulatory requirements.

Customer will promptly notify Service Provider in writing, prior to the date of Equipment delivery, if this representation is inaccurate with respect to such Equipment. If so, requested by Service Provider, Customer agrees to provide Service Provider with a written statement containing these representations set forth in this Section.

7. MATERIAL AND PART PROVISIONNING.

SERVICE PROVIDER FURNISHED MATERIAL AND PARTS.

Service Provider shall ensure that the Parts provided during a Shop Visit are in serviceable condition for installation and approved for use as required by EASA Part-145 and any bilateral agreements between EASA and other National Aviation Authority. In conjunction with the Maintenance Services provided hereunder, the Service Provider Facility shall only use OEM Alternative Parts, or their equivalent, DOA Repairs and DER Repairs, or their equivalent contingent upon Customer’s prior written approval.

SERVICE PROVIDER REPAIR AND REPLACEMENT OF PARTS. If a repair is not possible, either for technical reasons or because the item is BER, Service Provider shall obtain the replacement material requirement and install new or serviceable spare Parts. Customer shall pay Service Provider for such replacement of material. Service Provider may obtain the replacement Parts required for the performance of the Maintenance Services by performing a materiel exchange of the unserviceable part with an equivalent serviceable part. Customer shall pay Service Provider for such replacement material. In the event of a material exchange, title-for-title exchanges with respect to such Parts shall take place. Customer warrants that it will convey good title and such maintenance records as the Service Provider may request for Customer’s material exchange parts.

CUSTOMER SUPPLY OF PARTS AND MATERIALS.

Customer shall only have the right to supply Parts for the Shop Visit when prior notification has been given to and accepted by Service Provider. All such Parts shall be provided fifteen (15) Days prior to the scheduled kitting date and shall be equipped with proper documentation/certificates, including but not limited to: (i) FAA 8130.3 (For Parts from an FAA repair station or U.S. OEM), (ii) For used Parts, the FAA repair station must be EASA approved. (iii) EASA F1 (For Parts from an EASA-certified maintenance organization or EASA OEM), (iv) NIS (Non-Incident Statement), (v) LLPs: Current usage data, a statement that the LLP has not been involved in an

accident, extreme environmental conditions or other abnormal operating conditions and traceability Back-to-birth documentation including operator history, O-status sheet, and Non-incident Statement. When last owner is non-operator, a non-operating statement and part or material certificate must be present.

Delay in provision of parts, including documentation as defined above, may result in re-scheduling of the expected Equipment completion date. Such re-scheduling shall be calculated by the Days in which such parts are delayed plus up to an additional fourteen (14) Days, as may be required, for resubmission of the Equipment into the revised production schedule.

SCRAPPED MATERIAL. The title to the removed parts will belong to the Customer.

The Service Provider notify by email the Customer of the scrapped material stocked at Service Provider's Facility. The scrapped material (except LLPs) shall be kept on site for a period of up to ninety (90) days for the Customer's evaluation starting at the Closing project date (written in the list of certificates). If Service Provider has not received any written instructions regarding the scrapped Part(s) from the Customer at the end of this delay AN shall either, as its own discretion: (i) Dispose of the Scrapped Parts at the Customer's expense; or (ii) Title to such scrapped Parts shall pass to Service Provider and Service Provider shall have no liability to compensate the Customer for such scrapped part(s).

At the Customer's determination those parts will either be disposed of or returned to the Customer at the Customer's expenses

SUPPLY OF ACCESSORIES. If an Accessory or QEC part is technically not repairable or BER or cannot be repaired on time for direct reinstallation, Service Provider shall inform the Customer accordingly.

After being informed the Customer shall either supply a Customer's owned Accessory or QEC part or upon the Customer request and subject to availability (which it shall use all reasonable endeavors to procure), Service Provider shall supply an Accessory or QEC part or source an Accessory or QEC part from a third party for sale, loan exchange whichever applicable. Service Provider shall quote such service on case-to-case basis.

8. DELIVERY AND TRANSPORTATION

Unless otherwise specified in the Proposal or otherwise agreed in writing by the Parties:

DELIVERY TERMS. The Parties are deemed to have accepted to use the DAP (Delivery at Place) Incoterms® 2020. The place of delivery shall be at Service Provider's Facility. The Customer shall be considered as seller, and

the Service Provider shall be considered as buyer in this situation in accordance with the wording used in the Incoterm Rules 2020.

RE-DELIVERY TERMS. The Parties are deemed to have accepted to use FCA ("Free Carrier") Incoterms® 2020. The place of delivery shall be at Service Provider's Facility. The Customer shall be considered as buyer and Service Provider shall be considered as seller in this situation, in accordance with the Incoterm Rules 2020.

CUSTOM CLEARANCE. Service Provider is responsible for arranging clearance at the export point of the Engine, in Norway, following the Shop Visit completion. The Customer is responsible for arranging clearance at the import point, and Customer shall incur all costs, if any, including without limitation, government levies, taxes, customs duties, and loading and unloading charges in Customer's country or origin.

INSURANCE. Customer shall be responsible for providing and keeping in full force and effect insurance covering all risks including risk of loss during transportation of Customer's Equipment.

EXCEPTIONAL SITUATION. (i) If in exception cases, AN has arranged transportation or it has been agreed that re-delivery by AN is not FCA (Free Carrier) Incoterms® 2020, Customer shall obtain at the Customer's expense transportation insurance for the Equipment, unless the Customer has requested, and Service Provider agreed to furnish transportation insurance for the Equipment at Customer's cost and expense. (ii) Customer will pick up the Equipment within fourteen (14) days of being notified that the Equipment is ready for shipment. If Customer does not do so, AN may, at the sole expense and risk of Customer: (a) ship the Equipment by a carrier of AN's reasonable selection to Customer's place of business or another destination that AN reasonably believes to be suitable; or (b) warehouse the Equipment at Customer's expense.

9. TURN AROUND TIME ("TAT")

The TAT will be defined in each Proposal. In case of discrepancies between the numerical and write text the numerical value shall be deemed correct.

The measurement of TAT shall commence once the Proposal is signed by the Parties and the Engine is Inducted at Service Provider's Facility. The measurement of TAT excludes Norwegian National Holidays.

The measurement of TAT shall end if two cumulative conditions are met, (i) the measurement of TAT ends the day Service Provider has completed the Maintenance Services in accordance with the signed proposal, (ii) and the day the Engine is ready for shipment to the Customer.

Induction occurs if two cumulative conditions are met, (i) the parties must mutually agree on the induction date in writing; and (ii) Once Service Provider receives the Engine, the Repair Order and the Engine Documentation stated in Section 6 of these GTC and in clause 12 of the Proposal, a signed Workscope that accurately defines and specifies the requested Maintenance Services, and an executed original of the Proposal.

If Customer is delayed in delivering the Equipment to the Service Provider in order to meet the mutually agreed induction date of Customer failed to fulfil the condition precedent for induction as stated in this Agreement, AN will provide a new target induction date, which will then be the commencement date for TAT measurement.

The TAT commitment is subject to the use of exchange parts which complies with Customer's requirements to such exchanges.

The TAT shall not be binding and may be extended if at least one of the following events occur ("Excusable Delay"): (i) The Parties agree that any instance of the Engine operating outside the condition specified in the Original Equipment Manufacturer ("OEM") current manual, including but not limited to exceeding temperature, pressure, RPM or loads limits or failing to adhere to prescribed maintenance schedules, may result in damage or additional defects that were not initially anticipated. If such operational deviations are identified during inspection or repair the agreed-upon TAT shall be subject to extension. (ii) Unusual major defect due to FOD, DOD, Incident, accidents, and/or out of the scope repairs and/or additional work which were not part of the initial agreed workscope and affecting the length of the Shop Visit. (iii) Modification which cannot be performed within TAT. (iv) Idle time due to waiting for Customer instructions which exceed more than one business day. (v) The Customer shall ensure the timely provision of all required materials, documents, and services necessary for Service Provider to complete the maintenance services stated in this Agreement. If any material, documentation, or services to be provided by the Customer are not delivered within the agreed timeline, the TAT shall be adjusted to reflect the delay caused by such late deliveries. Service Provider shall notify the Customer promptly of the revised TAT, including the reasons for adjustment and any additional actions required to mitigate further delays. (vi) Suppliers (provided the supplier delay or non-delivery is beyond the reasonable control of Service Provider). (vii) Engine components with an initial agreed minimum workscope (visual or functional test during test run) causes interruption of the engine test procedure due to malfunction of such engine's components. (viii) The TAT is extended in situations where there are delays in Material

and/or Service supply that is not attributable to Service Provider managing default, providing that this delay does not extend beyond thirty days. The TAT is also extended if invoices are due for payment prior to completion of the Maintenance Services and Customer has not paid such invoices. (x) In case of Force Majeure as set for in those GTC. (xi) For CFM56-7B only, idle time due to waiting for CFMi approval process in case of Engine performance test 009 failure. (xii) Engine Documentation (KPI's) is not delivered by Customer to Service Provider a minimum ten days prior to Engine induction.

In case of excusable delay, the TAT shall be extended by one day for each day of excusable incurred.

The TAT guarantee applies if Service Provider's actual TAT (adjusted with the extension of delay), for an Engine exceeds the TAT commitment specified in the Proposal for such Engine and such exceedance does not result from any condition beyond the reasonable control of Service Provider, as described above, then subject to the limitations set forth herein.

In the event the TAT Guarantee and therefore the TAT remedy applies, Service Provider shall credit a TAT exceedance penalty per each day in excess of the applicable TAT up to a maximum amount of days as specified in the Proposal, and Service Provider shall have no further liability or obligation to the Customer for such delay. Credit due hereunder shall be offset against the final invoice.

The TAT remedies proposed in the two paragraphs above are the only compensation the Customer shall claim in case of exceedance of TAT (adjusted with extension as set forth herein).

The Parties agree that the TAT remedies shall be made as liquidated damages and such amount have been agreed as a pre-estimate of the losses which the Customer will suffer as a consequence of the failure of Service Provider to meet the TAT.

10. INSPECTION AND ACCEPTANCE

The Customer shall perform a visual incoming inspection of all Equipment within twenty (20) days of receipt from Service Provider Facility and shall notify Service Provider in writing within ten (10) days thereafter of any visible defects in the Maintenance Services. In consequence, the Customer should not be able to bring any claim relating to any defects that have not been discovered during the delays indicated in this Section and about which the Customer did not notify Service Provider within the prescribed time.

11. PRICE AND PAYMENTS

PRICE. The price and the Payment terms and conditions shall be made as per the payment terms and pricing structure sets out in the Proposal. Parts invoicing will be subject to the applicable tariff surcharge in effect at the time, as imposed by the OEM or others.

PAYMENTS. All but final invoices may contain estimated residual repair charges at a reasonable fixed price, based upon historical experience or stated fixed price.

Service Provider may invoice charges for work and materials invested in Parts that it ultimately determines (a) are Beyond Economic Repair, or (b) are not repairable to serviceable condition.

If rendered, partial invoices will reflect actual charges for Maintenance Services already performed and estimated charges for residual work to be performed. AN may convert residual charges to a firm price using the labour rate in effect when Service Provider received the Equipment and manufacturers' price in effect at the time Service Provider allocates parts to the Equipment.

Customer shall pay all invoices, unless specified otherwise in the Propose, in United States Dollars. Payment shall be made by bank transfer to the bank account indicated by AN on the respective invoice or in this Agreement, with no deduction or set-off allowed.

For any additional services carried out under this Agreement by Service Provider, the latter shall issue an invoice of the respective amount of such service to Customer after completion of the service and/or when all information are available, unless agreed otherwise.

Service Provider may set off any amount that Customer owes Service Provider against any credits, deposits, or other amount that Service Provider owes to Customer. Any credits available under this Agreement shall expire three (3) years from the date such credit was earned, and upon expiration, any and all remaining unclaimed credits are null and void. For the purposes of this Agreement, a credit is earned on the date Customer is eligible to request the issuance of the credit and AN becomes obligated to pay such credit. Credits shall not be subject to escalation or interest.

Upon notice of termination of the Agreement, Customer shall pay all outstanding amounts invoiced by Service Provider within ten (10) Days after Customer's receipt of Service Provider' invoice.

LATE PAYMENT. Any payment not received within the timeframe stated above shall be subject to interest charges of one and one-half percent (1.5%) per month. Such interest shall accrue from the invoice date until the date, the payment is received in full.

Service Provider has the right to suspend Maintenance Services with a prior written notice to the Customer until al undisputed amounts de are paid by Customer within an agreed timeframe.

Any credits, deposits, or other benefits (including but not limited to workmanship warranty) to which customer becomes entitled under the Agreement shall be suspended and shall not be paid or otherwise provided to Customer by Service Provider until Customer's account with Service Provider in brought current. When Customer's account is brought current and Customer requests Service Provider to reinstate any credits, deposits, or other benefits that had been withheld.

Customer agrees that if it fails to pay when due any amount owed to Service Provider, Customer will also reimburse Service Provider for all costs that the latter reasonably incurs to collect such unpaid amount. If Customer fails to pay Service Provider when due any amount, the latter will also have the right to specify alternative payment terms, which will supersede the payment terms specified in this Agreement. If Service Provider determines in good faith that Customer's financial condition has materially changed, Service Provider will notify Customer of its concern and request reasonable assurances of Customer's ability to pay its obligations when due.

DISPUTED AMOUNTS. The Customer has the right to dispute any invoice which it reasonably believes is incorrect. Notice of any dispute regarding charges shall be provided to Service Provider in writing within ten (10) Days after receipt of an invoice.

If Customer reasonably disputes any portion of an invoice, Customer will be required to pay the undisputed portion, in accordance with the Agreement, and interest. The disputed portion, only, will be waived until the dispute is resolved.

If the Service Provider does not possess all necessary information, including all applicable costs and charges, at the time the final invoice is issued, the Service Provider reserves the right to issue a reconciled invoice once the missing information become available.

12. WORKMANSHIP WARRANTY

This Workmanship warranty ("**The Warranty**") shall be valid for the period ("**The Warranty Period**") specified in the Proposal.

The extent of Service Provider liability under this Warranty is strictly limited to the repair or replacement (at Service Provider's option and in the latter sole and absolute discretion) of that part of the Equipment, which Service Provider reasonable determines was defective at the me when Service Provider notified Customer that the Maintenance Services on the Equipment was completed.

This Warranty shall not apply in respect of (i) any defect arising from or in connection with any work, installation, operation, repairs, maintenance, refurbishment, or rectification carried out by anyone other than Service Provider, (ii) any repair, modification or other services performed pursuant to a process specified by the Customer, (iii) any Equipment or part thereof supplied by anyone other than Service Provider, (iv) any Equipment or part thereof which has been operated otherwise than in accordance with the manufacturer's instructions or flight manual, or which has been subject to any abuse, misapplication, use in development or experimental running, or subject to interference; or (v) any defect arising from or in connection with any accident, incident, ingestion of foreign material, incorrect storage, normal wear and tear and/or deterioration.

Service Provider shall assign its rights to the Customer under any warranty AN may receive from Subcontractor and/or suppliers related to any defective services provided by such Subcontractors and/or defective Equipment or part thereof supplied by such suppliers.

If the event of application of the Warranty, Service Provider will provide to Customer the remedy set forth in Section 12 of the GTC, provided that Customer shall have given written notice of any such breach to AN within the warranty period.

13. LIMITATION OF LIABILITY FOR DAMAGES

Service Provider Liability is limited to the actual physical damage to the Equipment up to the actual value of the Equipment inducted. In no event shall Service Provider or Customer or its subsidiaries, affiliates have any liability for any indirect, incidental, special, consequential, or punitive damages.

Each Party shall take responsibility for any death or injury to its own employees unless caused directly by the other Party's negligence or willful misconduct.

If either Party becomes aware of a matter that might give rise to a claim per the above, the Party discovering such shall notify the other Party as quickly as possible, consult with the other party and offer reasonable assistance.

14. INDEMNIFICATION

Each Party ("**The Indemnifying Party**"), its officers, directors and employees shall indemnify, defend and hold harmless the other Party ("**The Indemnified Party**") from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) arising from or in connection with breach of this Agreement, by the Indemnifying Party or its

representatives, exception to the extend that such claims, damages, losses, liabilities, judgments, settlements, costs, and expenses caused by the negligence or intentional misconduct of the Indemnified Party.

The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party's expenses.

15. INSURANCE

At all times, during this Agreement, Customer shall, at Customer's sole cost and expense insure the Equipment whilst held as a spare and/or in transit for its full value for all risks. To void any doubt, this insurance shall include: (i) Hull and spares all risk coverage (including transit as applicable), where Customer shall ensure that the applicable insurer/reinsurer(s) agree to waive any and all rights of subrogation against an in accordance with this Agreement. (ii) Liability insurance to support their respective obligations under this agreement.

Insurance for the shipment and transport of the Equipment shall be carried out by the Party responsible for it, in accordance with the Incoterms chosen by the Parties in this Agreement.

16. TAXES AND OTHER CHANGES

The Customer shall pay to Service Provider any and all taxes, tariffs, customs, and duty fees and similar charges (but not including any income or excess profit taxes) that any taxing authority other than the taxing authority in the Kingdom of Norway may impose arising from the sale, delivery or use of the Maintenance Services or any goods sold or exchanged hereunder and for which AN may be held responsible for collection or payment either on its own behalf or that of Customer. Customer will be responsible for any and all interest and penalties relating to the non-payment or late payment of such taxes in any jurisdiction other than the Kingdom or Norway.

17. TRADE CONTROL COMPLIANCE

GENERAL COMPLIANCE. Each Party declares that it complies and shall comply with all applicable anti-corruption and anti-bribery laws and regulations, and applicable laws relating to environmental and social rights in the Kingdom of Norway, the Customer's country and any country where each party performs its activities, including OECD Convention or Combating Bribery of Foreign Public Officials in International Business Transactions of 1997, the United States Convention Against Corruption of 2003 (UNCAC), the Economic Crime and Corporate Transparency Act 2023, and

Each Party declares that it has no present interest that would create any current and/or potential conflict of

interest that would affect its performance and/or the signature of this Agreement.

Each Party declares it undertakes to take effective measures to ensure that the performance of this Agreement respects the human rights consistent with the United Nations Guiding Principles of Business and Human Rights and other applicable laws and regulations on Human Rights. This includes inter alia the ILO declaration on Fundamental Principles and Rights at Work and the International Covenant on Civil and Political Rights and on Economic, Social and Cultural Rights.

Each Party declares that it is not (A) A person or entity on, or 50% or more owned or otherwise controlled (directly or indirectly) by a person or entity on, OFAC's List of Specially Designated Nationals and Blocked Persons or otherwise subject to US blocking sanctions under Executive Orders or OFAC regulations, or sanctions administered by the UN, the EU, the Ministry of Foreign Affairs of Norway, and any other applicable authority (whether designated by name or by reason of being included in a class of person) (each a "Sanctions List") (collectively referred to as "Sanctioned Parties"); (B) Ordinarily resident in, or organized under the laws of Russia, Crimea, Cuba, Iran, North Korea, Sudan, Syria, or any other country which, after the date of the Agreement, becomes the target of comprehensive, country-wide or territory-wide sanctions (each a "Restricted Territory"); or (C) An agency or instrumentality, or 50% or more owned or otherwise controlled by, or otherwise part of the government of a Restricted Territory.

Each Party shall not and will not, directly or indirectly, sell, provide, distribute, transfer, export or otherwise make available any equipment purchased: (i) to any entities, individuals or vessels listed, or entities 50% or more owned 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 expose the other Party to a risk of violating any Sanctions 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 of, or an entity owned or controlled by the government of, any Restricted Territory; (b) an entity located in, organized 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; (iii) to a non-Restricted Territory with knowledge or reason to know that the equipment will have its end use in a Restricted Territory; or (iv) to a non-Sanctioned Party with knowledge or

reason to know that the equipment will be for end use by a Sanctioned Party.

Each Party warrants it maintains internal controls, procedures and accounting systems that are designed to be sufficient to provide reasonable assurances that violations of anti-corruption and anti-bribery applicable laws and regulations will be prevented, detected, and addressed. Either Party may upon reasonable request from the other Party, be required to provide copies of any relevant and applicable policies or guidelines related to Anti-corruption and Anti-Bribery internal program.

Either Party shall promptly notify the other Party: (i) of any circumstances that indicate that any equipment may have been sold, exported, re-exported, or otherwise diverted to a prohibited end-user destination, or end-use, or (ii) if the Party or any of its shareholders, or any of its or their respective directors, officers, agent or employees or any party acting on behalf of any of them becomes identified on any Sanction List; or (iii) If the Party becomes aware of a breach.

Without prejudice to any other rights or remedies that the Customer may have under the Agreement or at law (including, as applicable, the right to damages for breach of contract), the innocent Party shall have the right to terminate this Agreement with immediate effect by a written notice if two cumulative conditions are met: (i) One of the Party or any party acting on the Party's behalf becomes identified on any Sanctions List and/or violated or causes the other Party to violate Sanctions and Export Control Laws, or if an investigation established by a final binding legal decision that a breach of the warranties above has occurred; and (ii) If such breach is in connection with the performance of this Agreement.

Violation of this Section shall automatically be deemed a material breach of contract, and the Innocent Party shall be entitled to suspend or terminate the Agreement with immediate effect without liability. The Innocent Party is also entitled to compensation for any cost, loss or damage incurred due to such breach.

PROHIBITION ON SALE, EXPORT AND RE-EXPORT TO THE RUSSIA FEDERATION. The Parties shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Section 19g of the Norwegian Regulation of 15 August 2014 regarding 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 Section 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 Clause.

Any violation of this Section shall constitute a material breach of these GTC 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 the Innocent Party and the other party's cost; and (ii) Penalty from the Buyer 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 entire clause, including any relevant activities by third parties that could frustrate the purpose of this Clause. The Party shall make available to the Innocent Party all reasonable information concerning compliance with the obligations under this Section as soon as reasonably practical and always within one week from receiving a request for such information.

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:

- (i) Any individual, entity or government affiliated with or based in the Russian Federation; or
- (ii) 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.

Prohibition on Beneficial Use. The Parties shall ensure that no Restricted Entity gains any benefit directly or indirectly, from the Intellectual Property or associated services, including training, consulting or repair services that involve restricted IP related knowledge or processes. **Anti-Circumvention Measures.** The Parties shall undertake all reasonable measures to ensure that any subsidiary, partner, or subcontractor does not take actions that could result in the Russian Federation benefiting from any Intellectual Property rights associated with this Agreement. This includes prohibitions on sublicensing, sublicensing to other third parties without the express written consent and any act that may facilitate circumvention of this clause.

The Parties are required to promptly notify the other party of any suspected or confirmed use of the Intellectual Property that may benefit Russian entities, directly or indirectly. Upon such notice, the Party agrees to cooperate with the other party in implementing corrective measures.

Any violation of the terms specified under this clause shall constitute a material breach of this Agreement and the Innocent Party reserves the right to terminate the Agreement immediately, without prior notice.

COMPLIANCE FOR EXPORT-IMPORT REGULATIONS. The Customer will comply with all 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, equipment, 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 the export control laws, regulations, orders or directives in force from time to time in Norway ("Sanctions and Export Control Laws"). Customer will be responsible for applying for, obtaining,

and maintaining all required export licenses and approvals and complying with all applicable export reporting requirements. It will be a condition precedent to Service Provider's obligations hereunder that all necessary and desirable export licenses and approvals will be granted and continue in effect during the term of this Agreement.

In respect of any exported goods and services under this Agreement, the party receiving the exported goods and services agrees not to (i) Dispose of any exported goods and services subject to any applicable export control laws or regulation other than in the country of destination, as identified in any government license or authorization for the relevant exported goods and services; and (b) Lease, exchange or dispose of any exported goods and services subject to any applicable export control laws or regulation to any country, company or individual that is either (a) Required by applicable export regulation laws and regulation to hold a license to receive the exported goods and services (and does not hold the required license); or (b) Is prohibited from receiving the exported goods and services subject to export control license, as amended from time to time.

Service Provider reserves the right to withhold or suspend the supply of any exported goods and services, the export of which is or becomes subject to special controls under any applicable export control laws or regulation.

The activities contemplated in this Agreement may be subject to applicable export control licensing requirements which may change from time to time. 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.

Service Provider does not guarantee the issuance of such licenses or approvals, or their continuation in effect once issued, and shall have no liability if any reason a government authority fails to issue or renew or cancels any license or approval or delays in issuing or renewing any license or approval.

18. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

All intellectual property rights (including but not limited to copyrights, patents, trademarks, trade secrets, technical data, and know-how) owned or developed by the Service Provider prior to, or independently of, the performance of this Agreement shall remain the exclusive property of the Service Provider or its licensors.

Unless otherwise agreed in the proposal, all intellectual property created by the Service provider in connection with the performance of the Maintenance Services under this Agreement ("**Foreground IPR**") shall vest exclusively

in the Service Provider. The Customer shall be granted a nonexclusive, non-transferable, royalty-free license to use such Foreground IPR solely for the purpose of operating, maintaining, and supporting the specific engines or components subject to this Agreement.

Service Provider warrants that no part of the Maintenance Services, including without limitation any material, Equipment, operation, or software, will or does infringe any intellectual property rights of any third party. Service Provider shall indemnify, defend, and hold harmless Customer to the extent the same is based on a claim that the Maintenance Services or anything else related to this Agreement constitutes an infringement of any Intellectual Property Rights.

The Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying structure from any software, tools or documentation provided, except as expressly permitted by mandatory law or a written agreement.

The Parties shall not disclose, transfer, export any proprietary information or technology of the other party without prior written consent and compliance with all applicable laws.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY

PROPRIETARY RIGHTS. All documents, data, methods, software, processes, specifications, and technical information disclosed or used by the Service Provider while performing the Maintenance Services ("**Proprietary Materials**"), shall remain sole an exclusive property of the Service Provider, unless otherwise agreed in writing.

The Customer shall acquire no ownership interest in the Proprietary Material and may not use, reproduce, adapt, or distribute them except as strictly necessary for the receipt and use of the Maintenance Services and only for internal operational purposes related to the specific engines or components maintained under this Agreement.

CONFIDENTIALITY OBLIGATIONS. Each party agrees to keep confidential and not disclose to any third Party and non-public technical, commercial, or strategic information, including trade secrets, pricing, customer data, engine performance, data, manuals, or other sensitive information disclosed in connection with this Agreement ("**Confidential Information**"), whether oral, written, or electronic.

The confidentiality obligations shall not apply to information that (a) is or becomes publicly known through no breach of this Agreement, (b) is lawfully received from a third party without restriction; (c) is independently

developed by the receiving Party without use of the disclosing Party's Confidential Information; or (d) must be disclosed by law, court order, or regulatory authority, provided the disclosing Party is notified promptly.

The confidentiality obligations set forth herein shall survive the termination or expiry of this Agreement, and remain in effect for ten years, or for trade secrets, indefinitely as long as the information retains its confidential nature.

Upon termination or expiry of this Agreement, each Party shall promptly return or securely destroy all Confidential Information belonging to the other Party, except for one archival copy for legal or compliance purposes.

20. FORCE MAJEURE

Force Majeure means the occurrence of an event or circumstance as defined in this article that prevent a Party from performing one or more of its contractual obligations, ("**The Affected Party**"), provided that such Party proves: (i) the existence of a Force Majeure Event, and (ii) that such Force Majeure Event is beyond its reasonable control; and (iii) that the Force Majeure event could not reasonably have been foreseen at the time of the conclusion of the Agreement; and (iv) that the effects of the Force Majeure Event could not reasonably have been avoided or overcome by the Affected Party.

For the purpose of this Clause the following shall be considered without limitation as Force Majeure Event: (i) Act of God (such as but not limited to fires, explosions, earthquakes, drought, tidal, waves, typhoons, plague and floods); (ii) War hostilities (whether war be declared or not), invasion act of foreign enemies, mobilization, requisition, embargo. (iii) Rebellion, revolution, insurrection, riots or military or usurped power, or civil war. (iv) Any labor dispute including but not limited to riots, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Suppliers or of his subcontractors; or (v) Act of threats of terrorism, explosions, Act of piracy and/or violent robbery and/or capture. (vi) Nuclear, chemical or biological contamination or sonic boom. (vii) Lost at sea. (viii) Worldwide shortages. (ix) Adverse weather conditions. (x) Interruption or failure of utility service, including but not limited to electric power, gas or water. (xi) Epidemic, pandemics, quarantine, public health emergency. (xii) Civil disturbance. (xiii) Collapse of building structures, failure of plant machinery, machinery, computers or vehicles (unless caused by that party's Gross negligence or willful misconduct); (xiv) Any act of Government or any regulation affecting directly or indirectly an Aircraft, either Party hereto or any Material or facilities, including embargoes and sanctions order giving the force of law affecting Material, facilities or

completed work. (xv) Any other similar event or circumstance unless caused by the negligence of the Affected Party.

In the event of a Force Majeure Event, the Affected Party shall promptly notify the other Party in writing, provided full details of the event, its expected duration, and its impact on the ability to fulfil the obligations under the Agreement. The Party invoking Force Majeure shall take all reasonable steps to minimize the impact of such event on the performance of the Agreement.

In case of delay affecting the schedule for the performance of Maintenance Services by Service Provider, the latter shall develop a commercially reasonable schedule for performing the delayed Services as soon as practicable without discriminating against the customer in favour of the Service Provider's other top tier customer.

If prevented by an event of Force Majeure that arise after the Effective Date of this Agreement, neither Party shall be considered in breach of contract nor liable in damages for delay in or for non-performance of one or more of its contractual obligations to the extent caused by the Force Majeure from the time a valid notice has been given.

Nothing in this GTC shall impact on either Party's payment obligations under the contract unless those payment obligations are directly affected by the Force Majeure.

Notwithstanding the foregoing, if the event of Force Majeure persists for a period exceeding ninety (90) days, either Party has the right to terminate this Agreement by written notification.

21. DURATION AND TERMINATION

DURATION. This Agreement expire when the obligations of both Parties have been entirely fulfilled. Unless earlier terminated in accordance with this Agreement.

TERMINATION. Either Party may terminate this Agreement by giving the other party no less than ninety (90) days prior written notice of its intent to terminate the other Party, with effect from the date stated in such notice, if non, with immediate effect if (i) the Other Party ceases or threatens to cease to carry on its business or substantially the whole of its business. (ii) The Other Party stops or suspends making Payment of undisputed amounts or announces an intention to do so for a period of more than thirty (30) days after the due date (whether of principal or of interest). (iii) The Other Party commits a material breach of its obligations under this Agreement which is incapable of being remedied; or (iv) A receiver or a trustee is appointed for any of Customer's property. (v) The Other Party become insolvent or make an assignment for the benefit of creditors or takes or attempts to take

benefit of any insolvency act, or any execution is issued pursuant to a judgment rendered against the Other Party.

The premature termination of this Agreement by acts of the Parties, or otherwise, shall not relieve the Parties of any liabilities, obligations, expenses, or charges accrued up to the date of such termination and all rights accruing to either Party up to the date of termination shall likewise remain in full force and effect.

If one of the situations stated above in (ii), (iv) or (v) arise Service Provider may discretionally and without prejudice to any other remedies stated in this Agreement, retains possession of all Engines in Service Provider's Custody until Service Provider receives all payments due from the Customer. Service Provider can also terminate this Agreement by giving to the Customer written notice of Service Provider's intention to do so. Service Provider shall thereupon be relieved of any further obligations to the Customer and the Customer shall reimburse Service Provider for its termination costs and expenses and a reasonable allowance for profit.

Upon termination of this Agreement, each of the Parties shall as soon as reasonably return to or make available for collection by the other Party and at the Other Party's sole cost (i) All confidential information of the other Party in its possession at the date of termination or expiry, together with copies thereof or, if the other Party so requests in writing, destroy, and make no further use of such confidential information. (ii) All tooling and equipment of the Other Party in its possession at the date of termination or expiry and make no further use of such tooling and equipment.

Service Provider shall as soon as reasonably practicable, following termination or expiry, return to the Customer or make available or collection by the Customer the Aircraft and any unused Materials belonging to the Customer which are in Service Provider's possession.

Prior to or upon termination, Service Provider shall return to the Customer all Maintenance Records produced by Service Provider or required to be produced, relating to the Services performed on the Engine.

The expiration or termination of this Agreement, however arising, shall not affect those terms of this Agreement which are expressed to operate or have effect after the Termination of this Agreement without prejudice to any right of action already accrued to either Party in respect of any breach of this Agreement by the other Party.

In the event of early Termination of this Agreement for any reason attributable to the Customer, the Customer shall pay Service Provider for all the Services performed which cannot be cancelled, recovered, or otherwise utilized by Service Provider.

No remedy referred to in this section or in any other part of this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other legal remedy referred to above or otherwise available to either Party.

22. 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 Proposal 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 Proposal 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 Agreement and supersede hereby. Those GTC and the Proposal 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.

COMMERCIAL TERMS. All Commercial terms such as, but not limited to, rates, charges, fees, invoicing and payment shall be agreed among the Customer and Service Provider. All prices are inclusive of any taxes, custom duties, withholdings, fees, and other government charges of all kinds (including but not limited to any sales tax, value added or similar tax on any goods and services) which may arise out of this Agreement.

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 on a 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.

Service Provider may nevertheless perform all work necessary to perform Maintenance Services or to comply with applicable regulations. A workscope modification that increases the cost to Service Provider of performing Maintenance Services hereunder will entitle Service Provider to an equitable price adjustment.

PRESS RELEASE. Service Provider or its affiliate may issue a press release only with the written consent of the Customer announcing that Customer has selected Service Provider or its designated affiliate to perform the Maintenance Services described in this Agreement.

WAIVER. No failure or delay by a Party 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 THIRDPARTY 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.

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, with the document listed first taking priority over the other:

- (i) The Proposal, including any commercial terms, Workscope or specific conditions expressly stated therein.
- (ii) Any written amendments, notifications or additional terms mutually agreed and signed by both Parties that expressly modify the Proposal.
- (iii) The General Terms and Conditions (GTC) available at aeronorway.no as in force on the Effective Date.

For the avoidance of doubt, if the Proposal explicitly deviates from or contradicts any provision of the GTC, the terms of the Proposal shall prevail.

GOVERNING LAW. Unless otherwise specified in the Proposal. This Agreement and any legal matters which may arise out of it or in connection herewith shall be subject to and construed exclusively in accordance with the existing laws of the Kingdom of Norway. The United States Convention on Contracts for the International Sales of Goods shall not apply.

DISPUTE RESOLUTION. If a dispute arises out of, or in connection with this Agreement, the Parties agree to meet, to pursue resolution through negotiation before resorting to litigation. All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as “without prejudice” communication for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representative unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

If the Parties do not resolve some or all issue in dispute within sixty (60) days after notice has been given, the parties shall settle this conflict by arbitration and submit those issues to the Arbitration and Dispute Resolution of the Oslo Chamber of Commerce in accordance with the latter rules and procedures. The seat of arbitration shall be Oslo. The arbitral tribunal shall be composed of three (3) arbitrators. The language of the arbitration shall be English. Any hearing will take place in Oslo, Norway.

The Rules of fast-track arbitration shall apply where the amount in dispute does not exceed 200'000.00 US Dollars. The amount in dispute includes the claims made in the request for arbitration and any counterclaims made in response to the request for arbitration.

Pending the final resolution of any dispute, Service Provider shall proceed with the performance of the undisputed order(s) according to Customer's instructions and according to this Agreement so long as Customer continues to pay the amounts not in dispute.

*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