

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES (SALE, LOAN, EXCHANGE, AND REPAIR MANAGEMENT)

PART A – FRAMEWORK

1. Application of these Terms

1.1. These Terms and Conditions for the Supply of Goods and Services (the “**Terms**”) govern every quotation, order confirmation, pro forma invoice, invoice, sale, loan, exchange, repair management service and any other supply of goods or services to a customer acting in the course of its business (the “**Customer**”) by AIRHUB AVIATION FZE, Free Zone Establishment, licence No L-1044, registered office at 8th Floor, One Central, The Offices 4, Dubai World Trade Centre, Dubai, United Arab Emirates, TRN 100585040700003 (“**Airhub**”). Airhub and the Customer are each a “**Party**”.

1.2. These Terms apply only where there is no written agreement signed by both Parties that expressly governs the transaction concerned. Where such an agreement exists, that agreement alone governs the transaction and these Terms do not apply to it.

1.3. The Terms are incorporated into each Quotation, Order Confirmation, pro forma invoice and invoice issued by Airhub. The Customer accepts the Terms in full by any of the following: placing an Order, authorising work to proceed, paying any amount, or taking delivery of any Goods.

1.4. Any terms appearing in or referred to by the Customer’s purchase order, request for quotation, acknowledgement, portal, vendor registration or other document are excluded. They do not become part of a Contract because Airhub has failed to object to them, has accepted an Order on a form containing them, or has performed.

1.5. If documents / provisions conflict, the following order of precedence applies (highest first): (1) the Order Confirmation; (2) the Module in Part C applicable to the Transaction Type; (3) Parts A, B and D.

1.6. Airhub may update these Terms by publishing a new version at <https://airhubaviation.com/terms-and-conditions/>. Each Contract is governed by the version in force on the date of its Order Confirmation.

2. Definitions and interpretation

2.1. In these Terms the following capitalised terms have the meanings below.

Term	Meaning
AOG	Aircraft on Ground – an Order the Customer designates as required to return a grounded aircraft to service.
BER	Beyond Economical Repair – a unit whose estimated repair or overhaul cost (including over-and-above costs) exceeds 65% (unless agreed otherwise) of its replacement value (for a Core, its Core Charge – see Clause 12.9), or which Airhub or its designated Repair Station determines to be technically or economically unrepairable, including where parts or materials required to perform the repair or overhaul are unavailable within 90 calendar days, repair capability limitations, or other technical or commercial constraints.
Business Day	A day on which banks are open for general business in Dubai, United Arab Emirates.
Condition Code	The condition designation of Goods described in Clause 7.3.
Contract	Each individual contract formed under Clause 3.3 for a specific Order, incorporating these Terms.
Goods	Aircraft parts, components, assemblies, materials, consumables, tools, test equipment and ground support equipment supplied by Airhub.
Handling Fee	10% of any cost or third-party charge that Airhub passes on to the Customer, added to that cost or charge, minimum USD 200 per line item, unless otherwise agreed in the Order Confirmation.
NFF	No Fault Found – a unit which, upon inspection and/or testing in accordance with applicable maintenance data and test procedures, meets the specified acceptance criteria without any fault being identified.
Order	The Customer’s request for Goods or Services, in any written form.
Order Confirmation	Airhub’s written acceptance of an Order, including a sales order, pro forma invoice or invoice issued against an Order.
Outright Price	The price at which Airhub would sell a unit of the same part number and condition outright, as stated in the Order Confirmation or, if none is stated, Airhub’s then-current list or market price.
Quotation	Any price or availability statement issued by Airhub, in any form.
Release Certificate	An EASA Form 1, FAA Form 8130-3, a dual release, a manufacturer’s certificate of conformity, or any other authorised release document stated in the Order Confirmation.
Repair Station	A maintenance organisation holding an approval appropriate to the work (such as EASA Part-145 or FAA Part 145), engaged by Airhub under Module 4.
Services	Repair management and any other services Airhub provides under these Terms.

Term	Meaning
Transaction Type	Sale (Module 1), Loan (Module 2), Exchange (Module 3) or Repair Management (Module 4), as stated in the Order Confirmation.

2.2. In these Terms: “including” means including without limitation; “written” and “in writing” include e-mail but not instant messaging; “days” means calendar days unless Business Days are stated; headings are for convenience only; and a reference to a law includes that law as amended or replaced.

3. Quotations, Orders and formation of Contracts

3.1. A Quotation is an invitation to order, not a binding offer. Unless it states otherwise, a Quotation is valid for 5 days, all Goods quoted are subject to prior sale, and prices and lead times are based on the information the Customer has supplied.

3.2. Each Order must state at least: part number and any acceptable alternate part numbers; quantity; required Condition Code and Release Certificate; Transaction Type; delivery point and Incoterms® rule; and whether the Order is AOG.

3.3. A Contract is formed on the earlier of (a) Airhub issuing an Order Confirmation, and (b) Airhub dispatching the Goods or starting the Services. Each Order Confirmation creates a separate Contract.

3.4. The Customer may request a change to a Contract in writing. A change binds Airhub only when confirmed in writing, and Airhub may charge a change fee of 15% of the Order value for each change, together with costs already incurred.

3.5. The Customer may cancel a Contract only with Airhub’s written consent, which is subject to the following cancellation fees (each a “**Cancellation Fee**”):

- **stock Goods** – a restocking fee of 25% of the Order value, unless otherwise agreed in the Order Confirmation (the “**Restocking Fee**”);
- **Goods sourced from a third party at the Customer’s request, special orders and AOG Orders once dispatched** – not cancellable, and the full price is payable, unless the supplier agrees to the cancellation, in which case the Customer pays the supplier’s cancellation or restocking charges plus the Handling Fee;
- **Repair Management** – once a unit has been received by Airhub / Repair Station, the Customer shall pay all costs incurred or committed up to the effective date of cancellation, including non-cancellable parts and services together with Repair Management Fee (Clause 13.3), and return freight plus the Handling Fee.

3.6. Airhub may cancel a Contract, in whole or in part, without liability other than to refund amounts paid for undelivered Goods or unperformed Services, if: (a) the Goods have been sold to another customer before the Contract was formed or are lost or damaged before dispatch; (b) Clause 14 entitles it to do so; (c) the Customer’s creditworthiness has, in Airhub’s reasonable opinion, materially deteriorated and the Customer does not provide the security requested under Clause 4.12; or (d) an Event of Default occurs. Where Airhub cancels for reasons attributable to the Customer (including under (c) or (d)), the Customer shall pay the applicable Cancellation Fee under Clause 3.5, which Airhub may deduct from any refund.

3.7. Orders designated AOG are handled with priority. Airhub may charge an AOG fee of USD 300 per line item for expedited order processing (unless otherwise agreed in the Order Confirmation) for Orders placed outside Airhub’s normal working hours, and any out-of-hours, expediting or courier costs incurred.

PART B – PROVISIONS COMMON TO ALL TRANSACTIONS

4. Prices, taxes and payment

Prices

4.1. Prices are stated in the currency of the Order Confirmation and, unless expressly included, exclude VAT and other taxes, freight, insurance, dangerous goods packaging and handling, export or import formalities, and certification or test charges.

4.2. Customs duties, tariffs, levies and other governmental charges on the Goods are for the Customer’s account, including those introduced or increased after the Order Confirmation. Airhub is not liable for any taxes, duties or similar charges arising in any jurisdiction other than the United Arab Emirates. Where Airhub pays or becomes liable for such a charge, it may invoice the Customer for it at any time. The same applies to any tariff, duty, surcharge or similar charge that a manufacturer, Repair Station or other supplier passes on to Airhub in connection with the Goods or Services, including on piece parts or materials used in a repair. Where any such charge, or any other cost that is for the Customer’s account under these Terms (including additional repair costs and Over-and-Above Costs), is invoiced to Airhub after Airhub has invoiced the Customer, Airhub may invoice it separately, plus the Handling Fee (or, for Repair Station charges under Module 4, the Repair Management Fee), even after delivery, release or payment.

Taxes

4.3. UAE VAT is added to the price at the applicable rate where it applies. The Customer shall provide its Certificate of Registration for Value Added Tax containing its tax registration number (TRN), if it has one, before supply. The zero rate, or any other relief, is applied only where the conditions under Federal Decree-Law No. 8 of 2017 on Value Added Tax and its Executive Regulation are met and evidenced, in particular:

- **export** – the Goods are exported outside the United Arab Emirates within the period required by law, and the export is evidenced by official and commercial evidence, such as the customs exit or export declaration and the air waybill or bill of lading;
- **designated zones** – where the Goods are dispatched from or delivered to a designated zone, their VAT treatment is determined under UAE VAT law, and VAT is accounted for by Airhub, the supplier or the Customer, as that law requires. The Customer shall provide the information and evidence Airhub reasonably requests for this purpose and shall bear any VAT for which it is liable under that law;

- **supplies for commercial air transport** – Goods for aircraft used for the commercial transport of passengers or goods. By providing Airhub with a copy of its valid Air Operator Certificate (AOC) before supply, the Customer confirms that it is a commercial air transport operator and that the Goods are intended for aircraft so used, and Airhub applies the zero rate on that basis. The Customer shall inform Airhub in writing before supply if either confirmation is not correct, whether generally or for a particular supply, and shall notify Airhub promptly if its AOC is suspended or withdrawn or it ceases to operate commercial air transport. If a confirmation proves incorrect, Airhub may charge VAT and the Customer shall reimburse Airhub as provided in Clause 4.5.

4.4. VAT and transport evidence. Where the Customer, or anyone acting for it, arranges transport (including under EXW terms or by self-collection), the Customer shall provide Airhub with all transport, delivery and other documents reasonably required to evidence the movement and destination of the Goods for VAT purposes. These include, as applicable, the customs exit or export declaration, the air waybill or bill of lading, and a carrier's or forwarder's confirmation of delivery. The documents must reach Airhub within 30 days from the invoice date, and in any event in time for Airhub to hold the evidence within the period required by UAE VAT law.

4.5. If the evidence under Clause 4.4 is missing, late or insufficient, Airhub may determine the VAT treatment on the information available and, where tax law requires, charge VAT at the applicable rate by issuing a VAT invoice or adjustment document, which the Customer shall pay within 5 days. The Customer shall also reimburse Airhub for any taxes, duties, interest, penalties, assessments and other fiscal liabilities arising from its failure to provide accurate and sufficient documentation.

4.6. All payments shall be made free of any deduction or withholding. If the law requires a deduction or withholding, the Customer shall pay such additional amount as ensures that Airhub receives the full amount it would have received without it.

Payment

4.7. Unless Airhub has granted credit terms in writing, payment is Cash in Advance (CIA): the full price must be received in cleared funds before Goods are released or Services begin. Where Airhub grants credit terms, it may set a credit limit for the Customer, and may suspend further deliveries and Services, or require CIA, whenever the Customer's total outstanding balance (including amounts not yet due) exceeds that credit limit or the exposure Airhub has approved. Unless otherwise stated in these Terms or agreed in writing, all other amounts invoiced by Airhub (including additional fees, charges and costs) are due within 5 days of the invoice date. Time for payment is of the essence.

4.8. Payment must be made by bank transfer to the account stated on Airhub's invoice, from an account held in the Customer's own name. Airhub will never change its bank details by e-mail alone. Before paying to bank details that differ from those previously used, the Customer shall verify them directly with Airhub by telephone, using contact details obtained independently of the request. A payment made to an account other than Airhub's account, including as a result of fraudulent or altered payment instructions, does not discharge the Customer's payment obligation, unless the fraud resulted from Airhub's gross negligence or wilful misconduct.

4.9. All bank charges, wire transfer fees and other transaction costs are borne by the Customer.

4.10. Payment must be made in the invoiced currency, unless Airhub has agreed in writing in advance to another currency and the basis of conversion. A payment in any other currency is credited at the amount Airhub actually receives after conversion by its bank, and the Customer bears any resulting shortfall, foreign exchange loss, conversion cost and bank charge.

4.11. The Customer must notify any disputed invoice amount in writing, with supporting justification, within 5 days after the invoice date and must pay the undisputed part when due. Invoices not disputed within that period are deemed accepted.

4.12. If any amount is overdue, or if Airhub reasonably doubts the Customer's ability to pay, Airhub may, without liability: (a) suspend deliveries, Services and warranty support under any Contract; (b) withhold Goods and Customer-owned units in its possession or control; (c) withdraw any credit terms and require CIA or other security (such as a deposit, letter of credit or guarantee); and (d) declare all amounts owed by the Customer immediately due.

4.13. Overdue amounts bear interest from the due date until payment at 2% per month, accruing daily. In addition, the Customer shall pay, for each overdue invoice, the fixed compensation for recovery costs of EUR 40, and all reasonable legal, collection and enforcement costs Airhub incurs in recovering the debt.

4.14. The Customer may not set off any claim against amounts it owes Airhub or withhold payment, unless its claim is accepted by Airhub in writing or confirmed by a final court or arbitral decision. Airhub may set off any amount it owes the Customer against any amount the Customer owes Airhub, and may apply any payment received first to its costs of recovering the debt, then to late payment interest, and then to the principal debt (oldest first), regardless of the Customer's payment reference.

5. Delivery

5.1. Unless otherwise agreed in writing, all Goods are delivered EXW (Incoterms® 2020) at the named place stated in the Quotation or Order Confirmation. That place is Airhub's designated facility or, for drop-shipments, the facility of the supplier, manufacturer or other third party from which the Goods are dispatched, as identified in the shipping documents.

5.2. The Customer is solely responsible for arranging carriage, export and import clearance and transit insurance. Where customs law requires Airhub to act as exporter, or at the Customer's request, Airhub will handle export clearance at the Customer's cost plus

the Handling Fee, without changing the delivery term or the passing of risk. If Airhub arranges carriage at the Customer's request, it does so as the Customer's agent, at the Customer's risk and expense plus Handling Fee, and the delivery term remains EXW unless the Order Confirmation states otherwise. Any loading of the Goods by Airhub onto the Customer's or its carrier's vehicle is done on the Customer's behalf and at its risk.

5.3. Delivery dates are estimates. Time of delivery is not of the essence. The Customer may cancel the affected Goods for late delivery only if delivery is more than 60 days late, by written notice given before the Goods are dispatched. Airhub's sole liability for delay or non-delivery is, at its option, to deliver within a reasonable time, supply a replacement, or issue a credit or refund for amounts paid for the affected Goods. Airhub may make partial deliveries, each of which may be invoiced separately.

5.4. The Customer shall collect the Goods, and any Customer Unit under Module 4, within 7 days after notice that they are ready (and, for a Customer Unit, after rejection of a quotation). If it fails to do so, or fails to pay all charges for a Customer Unit within that period, the Goods are deemed delivered, risk passes to the Customer, and Airhub may store the Goods or Customer Unit at the Customer's risk and recharge third party's warehouse cost plus Handling Fee. Storage fees for bulky items shall be advised separately. If the Goods or Customer Unit are still uncollected, or charges for them unpaid, 30 days after notice, Airhub may, to the extent permitted by law and on 30 days' further written notice, sell or otherwise dispose of the Goods or Customer Unit (and, for Goods, may elect to treat the Contract as cancelled by the Customer, in which case Clause 3.5 applies). Airhub may apply the proceeds, after deducting its costs of sale, against all amounts owed by the Customer, including accrued storage fees and the unpaid price or, where the Contract is treated as cancelled, the Cancellation Fee. Storage fees accrued up to the date of sale or disposal remain payable, and any amount (including any part of the price) not covered by the proceeds remains a debt of the Customer. For a Customer Unit, Airhub accounts to the Customer for any surplus.

5.5. Any claim for loss of or damage to Goods in transit must be pursued by the Customer directly against its carrier. Airhub has no liability for transit loss or damage once risk has passed to the Customer under Clause 6.1.

6. Risk and title

6.1. Risk of loss of and damage to the Goods passes to the Customer when the Goods are made available for collection at the named place or when they are collected by the Customer or its carrier, whichever is earlier, irrespective of the Incoterms® rule agreed.

6.2. **Title and lien.** Title to Goods sold passes to the Customer on delivery under Clause 5.1. Until Airhub has received payment in full of all amounts due in respect of those Goods, Airhub holds a lien over them as security for those amounts, and the Customer shall keep them identifiable and insured and shall not pledge, charge or otherwise encumber them in favour of any third party. On an Event of Default, Airhub may, to the extent permitted by law, require the Customer to return any such Goods that have not been installed and remain in the Customer's possession or control. Title to Loaned Units and Exchange Units passes as Modules 2 and 3 provide. Neither the passing of title nor the lien affects the passing of risk under Clause 6.1.

6.3. Where Customer-owned units are in Airhub's or a Repair Station's possession, Airhub has a right of retention over them, and over their records, until all amounts owed by the Customer under any Contract are paid.

7. Civil aircraft parts, certification and traceability

7.1. All Goods are civil aircraft parts supplied solely for civil aviation use on civil aircraft. They are not designed, modified or supplied for military use, and Airhub does not knowingly supply items listed on the EU Common Military List or the US Munitions List. The Customer shall not use, install or resell the Goods for any military end use or for any military end user, and shall comply with Clause 14 in all onward dealings. Where the Customer claims any customs relief available for civil aircraft parts, it is responsible for holding any authorisation required for that relief.

7.2. Goods are supplied with the Release Certificate and documentation stated in the Order Confirmation. If none is stated: new Goods carry the manufacturer's certificate of conformity or a Release Certificate; overhauled, repaired, modified, inspected or tested Goods carry an EASA Form 1 or FAA Form 8130-3; As Removed Goods carry no Release Certificate.

7.3. Condition Codes have the following meanings unless the Order Confirmation states otherwise:

Code	Meaning
NE	New – never installed, with manufacturer's certification
NS	New surplus – unused, from an owner other than the manufacturer
OH	Overhauled per the manufacturer's overhaul instructions
SV	Serviceable – repaired, inspected or tested and certified for installation
RP	Repaired per the applicable component maintenance manual
MO	Modified - Component altered from its previous configuration in accordance with approved modification data
IN / TST	Inspected or tested and certified, without repair
AR	As Removed – A component removed from an aircraft in its existing condition without authorized release certificate
AR-AI	AR unit sold in its existing condition, without a guarantee of serviceability or reparability.
AR-GR	AR unit sold with Airhub guaranteeing its reparability within the agreed repair cost threshold.

7.4. Airhub is not the manufacturer of the Goods and does not itself repair, overhaul or certify aircraft parts; when managing repairs, it relies on Repair Stations under Module 4. Where Airhub supplies a part removed from an aircraft in serviceable condition, it is inspected or tested in accordance with the applicable aircraft maintenance manual and released with an EASA Form 1 or other Release Certificate by an appropriately approved maintenance organisation. Unless the Order Confirmation states otherwise, such Goods are supplied as IN / TST.

7.5. The Customer, and its approved maintenance organisation, are solely responsible for determining that each item is eligible and fit for installation on a particular aircraft, including part number effectivity, modification and configuration status, applicable airworthiness directives and service bulletins, remaining life and shelf life, and compliance with the Customer's approved maintenance programme. The Customer remains solely responsible to its airworthiness authority for the airworthiness of its aircraft.

7.6. If either Party suspects that any item is an unapproved, counterfeit or suspect part, it shall promptly notify the other and quarantine the item. Airhub may report the matter to the competent authorities and the Customer shall co-operate with any investigation.

8. Receipt, discrepancies and returns

8.1. The Customer shall inspect the Goods and documents promptly on receipt. Any shortage, mis-shipment, visible damage or discrepancy against the packing list or documents must be notified to Airhub in writing, with photographs, within 7 days of receipt. Otherwise the Goods are deemed accepted, without prejudice to warranty claims for defects not reasonably discoverable on inspection.

8.2. No Goods may be returned without Airhub's prior written return material authorisation (RMA). Returned Goods must be in the same condition as delivered, in original packaging, with all documents, tags and tamper seals intact. Goods returned without an RMA may be refused or returned at the Customer's cost.

8.3. No return request will be accepted more than 30 days after delivery, except for a valid warranty claim under Clause 9.

8.4. Unless the return results from an error attributable to Airhub or from an accepted warranty claim, all authorised returns are subject to the Cancellation Fee under Clause 3.5 (calculated on the invoiced value), plus any recertification cost needed to restore the Goods to their original condition and Handling Fee.

9. Warranty

9.1. **Title and conformity.** Airhub warrants that on delivery (a) it has the right to transfer title to Goods sold, free of any security interest or third-party claim (other than Airhub's lien under Clause 6.2), and (b) the Goods correspond to the part number and Condition Code stated in the Order Confirmation and are accompanied by the stated Release Certificate.

9.2. **Third-Party Warranties.** Airhub gives no warranty of its own as to defects in material or workmanship, serviceability, performance or remaining life of the Goods, except as expressly stated in the Order Confirmation. Where the manufacturer, a Repair Station or another supplier of the Goods has given a warranty that is still valid on delivery (a "Third-Party Warranty"), Airhub will transfer its benefit to the Customer under Clause 9.4, on the terms and for the remaining period of that warranty, which may be calculated from the date of the Release Certificate rather than the date of delivery. Airhub will inform the Customer on request whether a Third-Party Warranty is available and of its remaining period, but does not guarantee that one exists or that the warrantor will honour it. Airhub's obligations under this Clause 9 do not apply to a failure occurring after the item has operated, since delivery, for more flight hours than the mean time between removals (MTBR) published by its manufacturer, where available. Goods supplied As Removed or unserviceable carry no warranty other than under Clause 9.1. The warranty for Repair Management is set out in Clause 13.8, and the condition of Loaned Units in Clause 11.9.

9.3. **Serviceability standard.** Any warranty claim is assessed only against the standard under which the Release Certificate of the Goods was issued. Goods inspected or tested in accordance with the aircraft maintenance manual (including parts removed from an aircraft in serviceable condition) are released only for serviceability on installation on the aircraft, and not against the test or inspection criteria of the component maintenance manual or any other bench test. A finding by a third-party shop on evaluation, inspection or test (including a finding relating to work by another shop) is not by itself a defect under this Clause 9 unless it shows that the Goods did not meet the standard under which they were released, and the cost of any such evaluation is for the Customer's account.

9.4. **Manufacturer and third-party warranties.** Airhub will, at its option, assign a Third-Party Warranty to the Customer or, where it cannot be assigned, pursue the claim against the warrantor for the Customer's benefit, and will provide reasonable assistance with the claim. The Customer shall comply with the warrantor's claim requirements and time limits in addition to Clause 9.5. Airhub is not liable if a claim is rejected or the warrantor fails to perform.

9.5. **Claims procedure.** To claim under a Third-Party Warranty through Airhub, the Customer must:

- (i) notify Airhub in writing within 5 days after the defect has, or reasonably should have, become apparent and in any event within the warranty period, stating the part and serial number, invoice number, aircraft, date of installation and removal, and reason for removal;
- (ii) obtain an RMA and return the item to the address Airhub specifies within 10 days of the notice, with all documents originally supplied, the removal tag and a shop or engineering report on the failure;
- (iii) not continue to use the item after discovering the defect, and take all reasonable steps to prevent the defect or damage from worsening.

9.6. The claim is assessed by the warrantor or by a Repair Station on Airhub's behalf. If the claim is not accepted, or the item proves to be NFF, the Customer shall pay the test, evaluation charges and freight both ways plus Handling Fee. The Customer bears the burden of showing that a defect is covered by the warranty.

9.7. **Remedies.** For a claim accepted by the warrantor, Airhub's sole obligation is to pass on to the Customer the remedy the warrantor provides (such as repair, replacement, re-performance, credit or refund), as and when Airhub receives it. A repaired or replacement item carries only the warranty the warrantor gives for it. Airhub bears no cost of the repair or replacement itself; the Customer bears all freight, customs and insurance costs in both directions and the cost of removal and reinstallation. Airhub does not provide a free replacement unit while a warranty claim is assessed or repaired, and warranty repairs are not subject to any agreed turnaround time.

9.8. **Exclusions.** No warranty applies to defects or failures caused by or resulting from: improper installation, handling, storage, transport, operation or maintenance; failure to follow the manufacturer's instructions; accident, misuse, foreign object damage or ingestion; alteration or repair by anyone other than Airhub or its Repair Station; broken or removed seals, safety wire or identification plates; any dismantling or attempted dismantling without Airhub's written approval; normal wear and tear; consumables; use with parts or equipment not supplied by Airhub; provisional repairs carried out at the Customer's request; the Customer's failure to follow Airhub's written recommendations; or the Customer's failure to take reasonable steps to prevent a defect from worsening. No warranty applies to Goods for which the Customer has not paid in full.

9.9. **Exclusive warranty.** Apart from Clause 9.1 and the transfer of Third-Party Warranties under this Clause 9, Airhub gives no warranty. The warranties and remedies in these Terms are exclusive and replace all other warranties, conditions and guarantees, express or implied, statutory or otherwise, including those as to quality, merchantability, fitness for a particular purpose, and hidden defects, to the fullest extent permitted by law. This Clause does not exclude liability for defects Airhub knew of and deliberately concealed.

PART C – TRANSACTION MODULES

10. Module 1 – Sale

10.1. Airhub sells Goods outright from its own stock, from consignment stock, or by sourcing them from a manufacturer or other third-party supplier and drop-shipping them to the Customer.

10.2. For sourced Goods, lead times and availability depend on the supplier. Sourced Goods are non-cancellable and non-returnable once ordered from the supplier, except under a warranty claim or where the supplier agrees, in which case the Cancellation Fee under Clause 3.5 applies.

10.3. Unless the Order Confirmation provides otherwise, Goods are sold "as is, where is", subject only to the warranties in Clause 9.

10.4. **As Removed Goods.** Goods supplied as AR or AR-AI are sold in their existing condition, without any representation or guarantee that they are serviceable, repairable or economically repairable, or as to the cost, scope or turnaround of any repair. The Customer bears the full cost of evaluation, repair, overhaul and recertification, and the risk that a unit is found to be BER or unrepairable. Neither such findings nor any repair cost entitles the Customer to return the Goods, reduce the price or claim against Airhub, and Clause 9 applies only to the extent of the warranty of title in Clause 9.1(a).

For Goods supplied as AR-GR, Airhub guarantees that the unit can be repaired to serviceable condition for no more than the repair cost threshold stated in the Order Confirmation. To claim, the Customer must have the unit evaluated by a Repair Station within 60 days of delivery and send Airhub the teardown report and repair quotation within 5 days of receiving them. If the quoted repair cost exceeds the threshold, or the unit is BER, Airhub's sole obligation is, at its option, to pay the amount by which the quoted repair cost exceeds the threshold, or to take the unit back and refund the price paid, less evaluation costs incurred at the Customer's request.

11. Module 2 – Loan

11.1. **Nature.** Airhub (or the owner for whom it acts) grants the Customer the right to use Goods supplied on Loan, including aircraft parts, tools, test equipment and ground support equipment (each a "Loaned Unit"), for the period determined under Clause 11.2 (the "Loan Period") and for the purpose identified in the Order or Order Confirmation (for aircraft parts, on the aircraft identified there). Title to the Loaned Unit remains with Airhub or that owner at all times, unless the Loaned Unit is bought under Clause 11.7 or 11.8.

11.2. **Loan Period.** The Loan Period is counted in calendar days. It starts on the earliest of the day the Loaned Unit is made available for collection, the day it leaves Airhub's facility and the agreed start date, and ends on the latest of: (a) the day the Loaned Unit and all its documents are received at the return address stated in the Order Confirmation; (b) if it is returned without complete documents, the day it is recertified; (c) if it is returned unserviceable, the day it is restored to serviceable condition or declared BER; and (d) the agreed end date. The Customer may request an extension in writing at least 5 days before the Loan Period ends; an extension binds Airhub only if confirmed in writing.

11.3. **Charges.** The Customer shall pay the loan fee (per day or per month, as stated in the Order Confirmation), any inspection and administration fees stated there, any usage charges per flight hour or cycle, and any deposit required. The loan fee for the initial Loan Period is due on its first day, and the fee for each extension on the first day of that extension. Any deposit is payable before the Loan Period starts. Loan fees continue to accrue during any force majeure event. If the Customer cancels after Airhub has issued the Order Confirmation, Clause 3.5 applies, and the Cancellation Fee is calculated on the loan fee for the initial Loan Period.

11.4. **Use.** During the Loan Period the Customer shall:

- where the Loaned Unit is an aircraft part, install and remove it only through an appropriately approved maintenance organisation, and only on the aircraft identified in the Order Confirmation (or another aircraft Airhub approves in writing);
- handle the Loaned Unit in a good airline manner and in accordance with the applicable technical manuals, and not repair, modify or dismantle it without Airhub's written approval;
- where applicable, within 5 days, send Airhub installation and removal reports showing the aircraft registration and serial number, dates and the flight hours and cycles operated;
- keep the Loaned Unit free of liens and encumbrances and not sub-lease, lend, sell or otherwise part with it;
- not change the customs status of the Loaned Unit without notifying Airhub in advance;
- not take the Loaned Unit, or operate the aircraft on which it is installed, to or in any destination or for any person prohibited under Clause 14; and
- comply with all applicable airworthiness directives and the manufacturer's instructions.

11.5. Return. At the end of the Loan Period the Customer shall return the Loaned Unit, freight prepaid, DDP (Incoterms® 2020) at the return address stated in the Order Confirmation, quoting Airhub's reference on the shipping documents. It must be returned in the same condition as delivered (fair wear and tear excepted), with the same data in its documents, in the same customs status as at delivery, and, where applicable, with a removal tag stating the reason for removal and a non-incident statement. If the inspection on return shows any damage or malfunction, the Customer shall pay the cost of repair or recertification plus the Handling Fee. The Customer shall also reimburse all costs and losses resulting from a change in customs status or in the documents, and costs incurred if the Loaned Unit is returned to an address not agreed, plus Handling Fee.

11.6. Late return. If the Loaned Unit is not returned on time, an escalated loan fee of 150% of the loan fee applies from the agreed end date. Charging it is not consent to extend the Loan Period, and the Customer remains obliged to return the Loaned Unit as soon as possible.

11.7. Conversion to sale; loss and BER. If the Loaned Unit is not returned within 30 days after the agreed end date, or is lost, destroyed, damaged beyond repair or declared BER, Airhub may either continue to charge the escalated loan fee under Clause 11.6 or, by notice, treat it as sold to the Customer at 150% of the Outright Price (current list price), payable together with 100% of all loan fees accrued until Airhub received notice of the event (or, for late return, until its notice of conversion). Alternatively, Airhub may require the Customer to replace the Loaned Unit with a unit of the same or better type, condition and value. Title passes when Airhub has been paid in full.

11.8. Purchase option. Subject to Airhub's prior written consent, the Customer may buy the Loaned Unit during the Loan Period at the Outright Price, less any credit for loan fees paid that Airhub agrees in writing.

11.9. Condition and risk. Loaned Units are supplied as is, with the Release Certificate stated in the Order Confirmation and without any warranty other than under Clause 9.1. The Customer shall inspect the Loaned Unit on delivery and is solely responsible for its use. The Loaned Unit is at the Customer's risk from the earlier of being made available for collection and leaving Airhub's facility until it is received back at the return address, and the Customer shall insure it under Clause 17.2.

12. Module 3 – Exchange

12.1. Nature. Airhub supplies a serviceable Exchange Unit in return for the Customer's Core (normally an unserviceable unit of the same part number) and the fee stated in the Order Confirmation (the "Exchange Fee"). "Exchange Unit" means the serviceable unit Airhub supplies under an Exchange; "Core" means the unit the Customer must return under an Exchange, meeting the requirements of Clause 12.5; and "Core Charge" means the amount stated in the Order Confirmation that the Customer must pay if it does not return an acceptable Core or, if none is stated, the Outright Price less the Exchange Fee. Each Exchange is conditional on the timely return of an acceptable Core.

12.2. Pricing basis. The Order Confirmation states whether the Exchange is:

- a "Flat Rate Exchange" – the Exchange Fee includes the estimated cost of standard repair or overhaul of the Core, and the Customer is not billed separately for it, except for "Over-and-Above Costs": work not covered by standard repair, such as airworthiness directive or service bulletin compliance, replacement of missing parts, housings or racks, removal of non-approved repairs or materials, and damage from mishandling, non-observance of the manufacturer's instructions, or foreign or internal object damage, each charged at cost plus the Handling Fee; or
- an "Exchange Plus Cost" – the Customer pays the Exchange Fee and, after the Core is repaired, reimburses the actual cost of its repair, overhaul, recertification, test and modification (including service bulletins and airworthiness directives needed to bring it to the Exchange Unit's modification standard), plus the Handling Fee. Airhub will seek the Customer's approval only where that cost exceeds 70% of the replacement cost.

In either case, the Customer also pays all freight, customs duties, taxes and charges for the Exchange Unit and the Core and for sending the Core to and from the repair facility. If the Exchange Unit was supplied with manufacturer certification, the Core is repaired by the manufacturer; otherwise Airhub chooses the repair facility.

12.3. Payment terms. Unless otherwise agreed in the Order Confirmation, the Exchange Fee (and any Core Deposit under Clause 12.7) is payable in advance (CIA) before the Exchange Unit is delivered. Over-and-Above Costs, repair costs under an Exchange Plus Cost, Late Fees and all other amounts invoiced under this Module are payable within 5 days of the invoice date.

12.4. Delivery. The Exchange Unit shall be delivered EXW (Incoterms® 2020) at the location designated by Airhub in the Order Confirmation. Should the Customer fail to collect the Exchange Unit within 7 days after Airhub notifies the Customer that the Exchange Unit is ready for collection, Airhub shall be entitled, at its sole discretion, (i) to treat the Order as cancelled by the Customer, in which case Clause 3.5 shall apply; (ii) to dispatch the Exchange Unit through a freight forwarder of its choice, at the Customer's cost and risk, plus the Handling Fee; or (iii) to hold the Exchange Unit at the Customer's risk and charge late payment interest under Clause 4.13 on the Exchange Fee from the date of Airhub's notice. The return of an unused Exchange Unit is subject to Clause 8, and the Exchange Fee remains payable in full. Should the Customer cancel the Exchange before returning the Core, the Customer shall pay the Exchange Fee together with all costs incurred by Airhub up to the date of cancellation.

12.5. Core requirements. A Core is acceptable only if it is:

- repairable, and identical ("like for like") to the Exchange Unit: same part number, dash number and modification level (any deviation approved in writing by Airhub in advance), in the same or better condition, of equal or higher modification standard, of the same age and life limits, and with equivalent warranty status;
- not involved in an accident or incident, not exposed to fire, immersion, severe stress, heat or corrosive agents, not maintained under military or other non-civil rules, and not obtained from a government or military source;
- free of PMA parts and of DER or DOA repairs, unless Airhub agrees otherwise in writing;
- fitted with a legible original data plate;
- free of any lien, claim or encumbrance, and not subject to the trace restriction in Clause 14.5;
- packed to ATA Specification 300;
- accompanied by complete and acceptable documents, sent to Airhub for review in advance: an unserviceable tag with the reason for removal and full traceable history; a certificate of origin; a non-incident statement (ATA 106 form or equivalent) from the last operator and from each entity in the chain up to Airhub, with proof of trace from the operator; the previous EASA Form 1 or FAA Form 8130-3; and for life-limited parts, records of time and cycles since new and overhaul and the date of manufacture; and
- of a clear customs status: the customs declaration showing the Core's customs clearance (or its export to Airhub) must be sent to Airhub before shipment, and any duties, taxes or costs resulting from an incorrect or undeclared customs status are for the Customer's account.

The Customer warrants that each Core meets the requirements of this Clause 12.5 and that it has disclosed any damage or defect known to it beyond the reason for removal.

12.6. Core return. The Customer shall deliver the Core, at its risk, DDP (Incoterms® 2020) to the delivery location Airhub designates, within 21 days from shipment of the Exchange Unit (the "Core Return Period"), quoting Airhub's reference. A Core delivered to any location other than the one designated by Airhub will be forwarded to the designated location at the Customer's cost and risk, plus the Handling Fee, and the Customer acts as importer and exporter of record for it. A Core is treated as returned only when both the unit and its complete documents have been received and accepted as meeting Clause 12.5.

12.7. Core Deposit. Airhub may require the Customer to pay a refundable security deposit securing the return of an acceptable Core (the "Core Deposit"), equal to the Core Charge or any lower amount stated in the Order Confirmation, together with the Exchange Fee and before the Exchange Unit is delivered, in particular on CIA transactions or where the Core Charge exceeds USD 10,000. The Core Deposit is security only and is not payment for the Core or the Exchange Unit unless and until Airhub applies it against amounts due under the Contract. Airhub may set off any amount due under the Exchange against the Core Deposit and will refund the balance within 30 days after the Exchange closes under Clause 12.10, whether by acceptance of the Core or by conversion to a sale.

12.8. Late Core. (a) If an acceptable Core and its complete documents are not received within the Core Return Period, the Customer shall pay, for each further period of the same length (or part of it) until they are received: (i) for an Exchange Plus Cost, an additional Exchange Fee; or (ii) for a Flat Rate Exchange, a late fee of 25% of the original Exchange Fee (a "Late Fee"). (b) If the Core has not been received by the end of twice the Core Return Period, Airhub may at any time, by notice, convert the Exchange into a sale. The Customer shall then pay: (i) for an Exchange Plus Cost, the Outright Price, in addition to the Exchange Fee and all other amounts invoiced; or (ii) for a Flat Rate Exchange, the Outright Price less the Exchange Fee, in addition to all Late Fees and other amounts invoiced. (c) Until Airhub converts the Exchange, the charges under (a) continue to accrue.

12.9. Core evaluation. Airhub or its designated Repair Station will inspect the Core on receipt. If it does not meet Clause 12.5, Airhub may at its option: (a) reject it and convert the Exchange to a sale under Clause 12.8; (b) have it repaired or overhauled to the Exchange Unit's standard at the Customer's expense; or (c) charge the condition differentiation fee calculated as stated in the Order Confirmation. In addition:

- a life-limited part, escape slide, raft or cylinder returned with an older date of manufacture than the Exchange Unit attracts a life-depreciation charge of 7% of the Outright Price for each year of difference;
- a Core with a missing or illegible data plate is re-identified, where the repair facility can do so, at the Customer's cost plus the Handling Fee; otherwise Airhub may, by notice, convert the Exchange into a sale under Clause 12.8;
- a Core whose repair cost would exceed its Core Charge is BER, and the Exchange converts to a sale at the Outright Price, plus the Exchange Fee, any Late Fees, workshop costs to date, and freight, cleaning, inspection, scrapping or return charges. The Customer may instead supply a serviceable replacement Core within 5 days of Airhub's notice;

- if a required piece part cannot realistically be sourced within 90 days, or the repair lead time is expected to exceed 90 days, Airhub may convert the Exchange to a sale or charge an additional Exchange Fee.

Where an Exchange converts to a sale, Airhub may substitute the Exchange Unit with another of similar condition, at the Customer's cost. A rejected Core will be returned at the Customer's cost on request, or scrapped at the Customer's cost if not collected within 90 days of notice.

12.10. Title. Title to the Exchange Unit passes to the Customer on its delivery under Clause 12.4, and title to the Core passes to Airhub on its delivery to Airhub under Clause 12.6. If the Core is rejected and the Exchange is converted to a sale under Clause 12.8, title to the Core passes back to the Customer only when Airhub has received payment in full of all amounts due on conversion. The Exchange closes when Airhub has accepted the Core and received payment in full of all amounts due under the Exchange or, if the Exchange is converted to a sale, when Airhub has received payment in full of all amounts due on conversion. Until the Exchange closes, Airhub holds a lien over the Exchange Unit as security for the Customer's obligations under the Exchange, and Clause 6.2 applies to it accordingly. The Customer warrants that it has full legal title to the Core and the right to transfer it, free of any lien, claim or encumbrance.

12.11. Exchange Unit warranty. The Exchange Unit is covered by Clause 9, including the transfer of any Third-Party Warranty; an unserviceable Exchange Unit carries no warranty. A failed Exchange Unit returned without a prior warranty notice under Clause 9.5 will be processed as a normal Core.

12.12. Condition. Unless the Order Confirmation provides otherwise, Exchange Units are supplied "as is, where is", subject only to the warranties in Clause 9 and Clause 12.11.

13. Module 4 – Repair Management

13.1. Nature. Airhub arranges the repair, overhaul, modification, inspection or testing of Customer-owned units ("Customer Units") at a Repair Station of its choice, and manages the work through to return. Under this Module, all work is performed and certified by the Repair Station under its own approval. Airhub's role is to select and instruct the Repair Station, handle logistics, quotations and approvals with the Customer, monitor turnaround, and pass on the Repair Station's warranty under Clause 13.8. Title to Customer Units remains with the Customer throughout.

13.2. Induction. The Customer shall deliver each Customer Unit DDP (Incoterms® 2020) to Airhub's facility or the Repair Station Airhub nominates, with a repair order, an unserviceable tag stating the reason for removal, NIS, its last Release Certificate and other records, and its required release type (EASA Form 1, FAA Form 8130-3 or dual). Airhub may refuse or hold a unit that arrives without them. Customs duties and taxes arising on import of a Customer Unit, including any arising from a breach of temporary admission or inward processing conditions not caused by Airhub, are for the Customer's account. Repaired units are returned EXW (Incoterms® 2020) from the same facility.

13.3. Quotation and approval. After teardown or evaluation, Airhub will submit a repair quotation with the Repair Station's findings. The Customer shall approve or reject a quotation within 5 days; if it does not respond in that time, the quotation is deemed approved and Airhub may proceed. Repair charges are the Repair Station's charges plus a repair management fee of 10% of those charges, unless otherwise agreed in the Order Confirmation (the "Repair Management Fee"). The Repair Management Fee applies, in place of the Handling Fee, to all Repair Station charges passed on under this Module, including evaluation, test, NFF, BER and expedite charges; the Handling Fee applies to other costs passed on, such as freight, customs and storage. If the Customer rejects the quotation, it shall pay an evaluation fee equal to the Repair Station's teardown or test charge plus the Repair Management Fee, and return freight plus the Handling Fee, and the unit will be returned as is (which may be partly disassembled). If additional findings arise during the work, or the Repair Station revises its charges, Airhub will submit a revised quotation (including the Repair Management Fee), which is subject to the same approval process. Airhub may suspend the additional work until the revised quotation is approved, and the turnaround time is extended accordingly. If the Customer rejects the revised quotation, it shall pay all Repair Station charges incurred up to that point plus the Repair Management Fee, and any other costs plus the Handling Fee, and the unit will be returned in its then-current condition.

13.4. NFF. Where inspection or test shows NFF, the Repair Station's strip, inspection, test and reassembly charge, plus the Repair Management Fee, applies regardless of the outcome.

13.5. BER. Where a unit is determined to be BER following investigation, Airhub will notify the Customer and present options before any further action, such as return as is, scrapping with a certificate of mutilation, sale of the unit to Airhub, an Exchange or an outright purchase. The Customer shall give written instructions within 5 days of the notice; if it does not, Airhub may proceed as it reasonably considers appropriate, including returning the unit as is at the Customer's cost. A BER determination does not waive the evaluation fee.

13.6. Turnaround time. Quoted turnaround times are estimates and apply to standard repair only. They exclude time awaiting the Customer's approval, documents or payment, waiting for parts or manufacturer support, work beyond standard repair, and excusable delay under Clause 18. Expedited or AOG handling may attract a surcharge from the Repair Station.

13.7. Release. Repaired units are returned with a Release Certificate issued by the Repair Station for the work performed and, where available, a shop or teardown report. Airhub releases a repaired unit only once all amounts due for it, and any other overdue amounts owed by the Customer, have been paid in full. The Customer shall inspect each repaired unit and its documents on receipt and notify any discrepancy in writing within 7 days; otherwise the unit and the work are deemed accepted, without prejudice to the workmanship warranty for defects not reasonably discoverable on inspection.

13.8. Workmanship warranty. Work under this Module carries only the warranty given by the Repair Station for the work performed, which Airhub transfers to the Customer or pursues for its benefit under Clause 9.4. Airhub gives no warranty of its own for the work or for materials or parts used in it. Clauses 9.3 and 9.5 to 9.8 apply to claims.

13.9. Risk. Customer Units remain at the Customer's risk while in transit and in the custody of Airhub or a Repair Station, except for loss or damage caused by Airhub's gross negligence or wilful misconduct, and the Customer shall insure them under Clause 17.3. If a Customer Unit is lost or damaged while at a Repair Station, Airhub will assign to the Customer, or pursue for the Customer's benefit, its claims against the Repair Station.

PART D – COMPLIANCE, LIABILITY AND LEGAL PROVISIONS

14. Export control, sanctions and destination control

14.1. The supply, export, re-export, transfer, resale and use of the Goods, technology and Services are subject to all applicable export control, sanctions, customs and trade compliance laws, including those of the United Arab Emirates (including its laws on commodities subject to non-proliferation and import and export controls), the European Union (to the extent applicable, including Regulation (EU) 2021/821 on dual-use items and Council Regulations (EU) No 833/2014, No 765/2006 and No 269/2014), the United Nations, the United Kingdom and the United States of America (including the Export Administration Regulations and regulations administered by OFAC) (together, "Sanctions and Export Control Laws").

14.2. The Customer represents, and repeats on each Order, that neither it nor any of its owners, directors, officers, affiliates, end users or ultimate consignees: (a) is listed on, or owned 50% or more or controlled by persons listed on, any sanctions or restricted-party list maintained under Sanctions and Export Control Laws (including the EU consolidated list, the UK sanctions list, the OFAC SDN List, and the US Entity, Military End-User and Denied Persons Lists); (b) is located, organised or resident in, or acting for a person in, a country or territory subject to comprehensive sanctions or embargo; or (c) is acting on behalf of any such person (each a "Prohibited Party").

14.3. The Customer shall not, directly or indirectly, export, re-export, transfer, resell, divert or otherwise make any Goods, technology or Services available to any prohibited destination, Prohibited Party or prohibited end user or end use (including any military end use or military end user, or any use connected with weapons of mass destruction or their delivery systems), except as authorised by Sanctions and Export Control Laws and any required licence or governmental approval.

14.4. No re-export to Russia or Belarus. The Customer shall not sell, export or re-export, directly or indirectly, (a) to the Russian Federation or for use in the Russian Federation any Goods that fall under Article 12g of Council Regulation (EU) No 833/2014, or (b) to Belarus or for use in Belarus any Goods that fall under Article 8g of Council Regulation (EU) No 765/2006. The Customer shall use its best efforts to ensure that the purpose of this Clause is not frustrated by any third party further down the commercial chain, including resellers, shall maintain an adequate monitoring mechanism to detect such conduct, and shall inform Airhub immediately of any problem in applying this Clause. Any breach of this Clause 14.4 is a material breach of an essential element of the Contract, entitling Airhub to terminate under Clause 19 and to claim a penalty equal to 100% of the price of the Goods concerned, without prejudice to its claim for greater damages.

14.5. Trace restriction. Airhub is not obliged to accept any Core, returned Loan Unit or Customer Unit that is, or has been, operated by or traced to an operator or aircraft registered in Russia, Belarus or any other country subject to comprehensive sanctions, where its removal or export took place after the relevant sanctions took effect (for Russia and Belarus, February 2022). The Customer warrants that no unit it delivers to Airhub is subject to this restriction and, on request, shall provide full trace (operator history, removal location and date, and export documents). If a unit breaches this restriction, Airhub may refuse it, require a compliant replacement within a period it specifies, and charge all resulting costs, including storage, handling and administration. Late fees and conversion to a sale continue to apply, Airhub is not liable for any resulting cost or delay, and Clause 14.10 applies.

14.6. Destination Control Statement. Where Goods are subject to the US Export Administration Regulations (including US-origin items re-exported from outside the United States), the following applies: "These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations."

14.7. Information and licences. Within 5 days of Airhub's request, the Customer shall provide a signed end-use and end-user statement and any other information reasonably required for screening, classification or licensing, including ownership and control, end-use country, aircraft registration, and onward-transfer details. Airhub is not obliged to process any Order until it has received and approved that statement and information. Where a licence is required, Airhub may (but need not) apply for it. Airhub is not liable for any delay in performance while a licence is pending, or for any refusal, revocation or restriction of a licence.

14.8. Suspension and termination. Airhub may suspend or refuse performance, withhold delivery, or terminate any Contract with immediate effect and without liability where it reasonably considers that performance may breach Sanctions and Export Control Laws, may expose Airhub to sanctions risk, or where compliance cannot be verified.

14.9. Notification, records and audit. The Customer shall notify Airhub immediately in writing if (a) any representation in this Clause 14 or in an end-use statement becomes untrue, (b) it or any of its owners becomes subject to any investigation or legal proceedings relating to Sanctions and Export Control Laws, or (c) it becomes aware of any actual or

suspected breach of this Clause 14. It shall keep records of its onward dealings with the Goods for at least 5 years. On reasonable notice and during normal business hours, Airhub may verify the Customer's compliance by reviewing documents, carrying out remote checks, and conducting an on-site audit of relevant records and processes, and the Customer shall co-operate in good faith. If the Customer does not provide requested information on time, provides incomplete or misleading information, or compliance cannot be verified, Clause 14.8 applies.

14.10. The Customer is responsible for, and shall indemnify Airhub against, any breach of this Clause 14 and all resulting losses, costs, fines, penalties and liabilities. This Clause survives the end of any Contract.

15. Anti-bribery and anti-money laundering

15.1. Each Party shall comply with applicable anti-bribery and anti-corruption laws, and shall not offer, give, request or accept any improper payment or advantage in connection with any Contract.

15.2. The Customer shall provide the know-your-customer information Airhub reasonably requests (including details of beneficial owners), and shall make payments only from an account held in its own name. Airhub may refuse payments from third parties and suspend performance until it has completed its checks.

16. Liability

16.1. Airhub is not liable, whether in contract, tort (including negligence), under statute or otherwise, for any: loss of profit, revenue, business, contracts or goodwill; loss of use of any aircraft or equipment; costs of substitute aircraft, wet or dry leases or substitute parts; passenger compensation or delay costs; AOG or downtime costs; or any indirect or consequential loss.

16.2. Airhub is liable for loss of or damage to the Customer's property (including aircraft and Customer Units), and for death or personal injury, only where directly caused by the gross negligence or wilful misconduct of Airhub or its personnel. In every case, Airhub's total liability arising out of or in connection with a Contract, including under warranty, is limited to the price paid by the Customer for the specific Goods or Services giving rise to the claim.

16.3. Nothing in these Terms limits or excludes liability that cannot be limited or excluded under applicable law.

16.4. The Customer is solely responsible for the installation, use, operation and resale of the Goods after delivery, and shall indemnify Airhub, its officers, employees and subcontractors against all third-party claims (including product liability claims) arising from them, except to the extent caused by Airhub's gross negligence or wilful misconduct.

16.5. The Customer acknowledges that Airhub's prices reflect the allocation of risk in this Clause 16 and in Clause 9.

16.6. Each exclusion and limitation in Clauses 9 and 16 is a separate provision. If any of them is held unenforceable, the others continue to apply.

17. Insurance

17.1. The Customer shall maintain, with reputable insurers, aviation legal liability insurance (including products liability) at a level customary for its business and not less than USD 10,000,000 per occurrence.

17.2. The Customer shall insure Loaned Units until their return, and Exchange Units until the Exchange closes under Clause 12.10, on an all-risks basis (including war risks) for no less than their Outright Price, naming Airhub as sole loss payee.

17.3. The Customer shall insure Customer Units under spares all-risks insurance (including war risks) while they are in transit and in the custody of Airhub or a Repair Station.

17.4. Where applicable, the Customer's policies shall: name Airhub, its officers, employees and subcontractors as additional insureds under the liability cover; waive subrogation against them under the spares and hull covers; include a cross-liability (severability of interests) clause; be primary without right of contribution; and provide 30 days' written notice to Airhub of cancellation or material change (7 days, or less if the market allows, for war risks).

17.5. The Customer shall provide insurance certificates on request. Airhub may withhold delivery or the start of Services until it receives them. A failure to provide or maintain the required insurance does not relieve the Customer of any obligation or liability under these Terms.

18. Force majeure and excusable delay

18.1. Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control, including: natural disasters; epidemics; war, terrorism and civil unrest; strikes and labour shortages (other than at the affected Party); acts of governments and authorities, including embargoes, sanctions and changes in law; customs or licensing delays; transport disruption; cyber-attacks; delay or failure by manufacturers, suppliers, Repair Stations or carriers despite Airhub's reasonable efforts to find alternatives; delay in approvals by a manufacturer or aviation authority requested with due diligence; changes in regulatory requirements; and the Customer's failure to supply documents, materials, approvals or payment on time, or its refusal of a suitable alternative part offered by Airhub; inspections, audits or investigations by regulatory authorities; and Airhub rightfully suspending or refusing performance under these Terms. Payment obligations are not suspended by force majeure.

18.2. The affected Party shall notify the other promptly, and the time for performance is extended by the period of the event. If the event lasts more than 90 days, either Party may terminate the affected Contract by written notice without liability, and Airhub will refund amounts paid for undelivered Goods and unperformed Services, less costs incurred.

19. Default and termination

19.1. Each of the following is an event of default by the Customer ("Event of Default"): (a) failure to pay any amount within 10 days after the due date; (b) breach of Clause 11.4, 12 or 14; (c) any other material breach not remedied within 10 days of notice; (d) insolvency, bankruptcy, restructuring, liquidation, suspension of payments or any analogous event; or (e) a default under any other agreement between the Customer (or its affiliates) and Airhub.

19.2. On an Event of Default, Airhub may by written notice, in addition to its other rights: suspend performance; terminate any or all Contracts; declare all amounts owed immediately due; recover Loaned Units; enforce its lien over Exchange Units and other Goods under Clauses 6.2 and 12.10; treat any Loaned Unit or Exchange Unit as sold at its Outright Price; and exercise its right of retention over Customer Units.

19.3. Termination does not affect accrued rights, or Clauses that by their nature survive (including Clauses 4, 6, 9, 14, 16, 20 and 23).

20. Confidentiality and intellectual property

20.1. Each Party shall keep confidential the commercial terms of each Contract and any non-public information received from the other, using it only to perform the Contract, except where disclosure is required by law, a regulator or a court, or is made to its professional advisers, insurers or (for Airhub) its Repair Stations and suppliers on a need-to-know basis.

20.2. All intellectual property in Airhub's quotations, reports and documents remains with Airhub or its licensors. No licence is granted except as necessary to use the Goods.

21. Personal data

21.1. Each Party processes the business contact data of the other Party's staff as an independent controller, in accordance with applicable data protection law (including UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data and, where applicable, Regulation (EU) 2016/679 (GDPR)), solely to perform and administer Contracts, to comply with legal obligations (including sanctions and anti-money-laundering screening) and to protect its legal rights. Each Party shall inform its staff accordingly.

22. Notices

22.1. Operational notices may be given by e-mail to the addresses stated in the Order or Order Confirmation. Notices of default, termination or claims must also be sent by courier or registered post to the recipient's registered office.

23. Governing law and disputes

23.1. These Terms and each Contract, and any non-contractual obligations arising from them, are governed by the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply.

23.2. Any dispute arising out of or in connection with these Terms or any Contract shall be finally settled by the Dubai International Arbitration Centre (DIAC) under its Arbitration Rules. The seat of arbitration is the Dubai International Financial Centre (DIFC), the language is English, and the tribunal consists of one arbitrator.

23.3. Notwithstanding Clause 23.2, Airhub may bring a claim for payment of undisputed debts, or for interim relief or the recovery of its property, before any competent court, including the courts of the Customer's domicile.

24. General

24.1. **Assignment and subcontracting.** The Customer may not assign or transfer any Contract without Airhub's written consent. Airhub may assign its receivables and may subcontract any part of its performance, including to Repair Stations.

24.2. **Entire agreement and amendment.** Each Contract, with these Terms, is the entire agreement for its subject matter. It may be varied only in writing by authorised representatives of both Parties.

24.3. **Waiver and remedies.** A failure or delay in exercising a right is not a waiver of it. Rights under these Terms are cumulative with rights under law.

24.4. **Severability.** If any provision is invalid or unenforceable, the rest remains in force and the Parties shall replace the provision with a valid one closest to its commercial intent.

24.5. **Sovereign immunity.** The Customer agrees that each Contract is a commercial act and waives, to the fullest extent permitted by law, any immunity from suit, attachment or enforcement.

24.6. **Language and execution.** These Terms are made in English. Any translation is for convenience, and the English text prevails. Contracts may be concluded and signed electronically.