



General Conditions of Business, Component Maintenance

1. Scope of Validity

IMT Aviation Scotland Limited, 21 Monument Crescent, Prestwick Airport, Ayrshire, KA9 2RQ
IMT Aviation Scotland Limited will be referred to as IMT Aviation for the remainder of this agreement. These General Conditions of Business, Component Maintenance ("GBCBM") are valid for all services supplied by the customer unless otherwise varied by any separate agreement between IMT Aviation and the customer.

Where the context permits or requires, in these GBCBM, Services shall mean parts, materials or items provided by IMT Aviation and any work performed by IMT Aviation. Such parts, materials and items shall be individually and collectively referred to as 'Goods'.

These GBCBM shall prevail over any other standard terms of business of the Customer and any conflicting terms in any documents provided to IMT Aviation by the Customer at any time. These GBCBM shall not be amended unless in agreement in writing between parties.

2. Offers and Conclusion of Contract

Offers by IMT Aviation, which do not include as a condition, acceptance by the Customer within thirty (30) calendar days, shall not be binding. The contract in respect of the Services ("Contract") shall be deemed to have been concluded when the Customer, within the specified period accepts IMT Aviation's offer by placing an order ("Order") for the Services. For the avoidance of doubt these GBCBM shall form part of such Contract.

3. Scope of Supply

On placing an Order, Customers are required to provide IMT Aviation, the full scope of services required.

4. Technical Documents

4.1 All work undertaken by IMT Aviation shall be performed in accordance with the applicable Component Maintenance Manual (CMM), Structural Repair Manual (SRM), other OEM Technical Publications and IMT Aviation Company Procedures Manual.

4.2 The Customer shall supply, as required, at its cost all technical documentation necessary for IMT Aviation to perform the Services.

4.3 Each party to the Contract shall retain all rights to technical documents provided to the other. The party receiving such documents recognises these rights and shall not, without the prior written consent of the other party, make these documents available to any third party, either in whole or part, nor use them for purposes other than those for which they were provided.

5. Obligations of IMT Aviation Ltd

5.1 IMT Aviation shall perform the Services in a professional manner using qualified personnel. IMT Aviation may subcontract any services to be performed by it.

5.2 IMT Aviation shall utilise approved new parts and/or subassemblies, and parts which have been reworked to the serviceable limits per the Component Maintenance Manual or other airworthiness approved data.

6. Obligations of the Customer

6.1 The Customer shall supply the required workscope to IMT Aviation on the Order. Upon initial inspection and assessment, should the recommended workscope differ from that supplied by the Customer, IMT Aviation shall inform the customer at the earliest opportunity.

6.2 The Customer shall inform IMT Aviation, at the time of placing the Order, of any regulations and standards, relating to the execution of the Order.

6.3 The Customer shall do all things necessary to allow IMT Aviation to commence performance of the Services on time and to continue performance without interruption.

7. Prices

7.1 Unless a fixed price has been agreed in writing between the parties, IMT Aviation shall invoice the Customer for the Services on a time and materials basis at IMT Aviation's rates applicable at the time of the performance of the services. IMT Aviation may in addition invoice incidental costs and expenses incurred in performing the Services.

7.2 Where Services are provided for a fixed price agreed in writing, the fixed price shall cover the Services to be provided by IMT Aviation. The Customer shall also pay for the cost of Services in addition to those performed by IMT Aviation due to reasons beyond IMT Aviation's control and for any additional Services requested by the Customer or otherwise necessary in the opinion of IMT Aviation.

7.3 Taxes, dues, fees, commissions, duties, imposts, deductions and/or charges of any kind ('Tax'), in connection with the service performed, shall be charged to the Customer.

7.4 Prices shall be payable in the currency of IMT Aviation's invoice and, unless otherwise specified, prices shall be net, exclusive of packaging, sales taxes and further dues.

8. Terms of Payment

8.1 The Customer shall be invoiced the charges, upon performance of the Services or part thereof and the Customer shall make payment of the invoiced amounts to IMT Aviation within thirty (30) days of the receipt of the invoice. IMT Aviation reserves the right to require partial or complete payment in advance of performance or completion of the services or as IMT Aviation may stipulate.

8.2 The Customer shall make all payments to IMT Aviation at:

IMT Aviation Scotland Limited
Barclays Bank PLC
225/227 High Street, Ayr KA7 1RB

UK Sterling Account
Account 73670996
Swift: BARCGB22
Sort 20-33-96
IBAN: GB33BARC20339673670996

US Dollar Account
Account 84343533
SWIFTBIC BUKBGB22
Sort 20-33-96
IBAN: GB16BARC20339684343533

According to the invoiced currency.

All payments shall be made in full without any deduction (except a deduction which the Customer is required by law to make), defence, set-off, counterclaim, recoupment or condition of any kind.

8.3 If the Customer is required by law to make a deduction from any payment, the amount due in respect of payment shall be increased by the amount necessary to ensure that IMT Aviation receives and retains (free from any liability relating to the deduction) a net amount which, after the deduction, is equal to the full amount which it would otherwise have received.

8.4 All payments shall be made even if the Services are delayed or cannot be completed for reasons of Force Majeure.

8.5 If the Customer fails to make payment on the due date, the Customer shall pay interest on the overdue amounts from the due date to the date of payment in full at a monthly rate of LIBOUR plus 1%. Payment of default interest shall not release the Customer from paying the sums due under the terms of the Contract.

8.6 To the fullest extent permitted by law, IMT Aviation shall have a general and a particular lien in respect of and the right to withhold any of the Customer's property or goods in IMT Aviation's possession until all monies due to IMT Aviation have been paid in full.

9. Time Schedule

9.1 Any time limits for the completion of the Services shall only be binding if agreed between the parties and accepted by IMT Aviation in writing.

9.2 The period within which the Services are to be performed shall be extended as necessary, if instructions, material, tools or other support which the Customer has agreed to provide to IMT Aviation for performance of the Services are not provided on time, or the Customer subsequently changes such instructions or does not comply with its contractual obligations (in particular with the terms of payment), or circumstances arise beyond IMT Aviation's reasonable control.

10. Inspection

10.1 IMT Aviation will, by prior appointment, allow the Customer reasonable access to its premises to inspect the Services being carried out. Such access will be subject to such reasonable conditions as IMT Aviation may stipulate.

11. Risk of Damage and Loss

11.1 The Customer assumes the risk of loss or damage immediately upon completion of the Services by IMT Aviation or, in case of goods, when IMT Aviation makes the goods available for collection.

11.2 In the case of delay in performance of the Services caused by the Customer or by circumstances beyond IMT Aviation's reasonable control, risk of damage and loss passes to the Customer at the time scheduled for delivery of the Goods.

11.3 Delivery shall mean collection by the Customer or its agent of the goods the subject of the Services, from the relevant IMT Aviation (or its subcontractor's) facility, or dispatch by IMT Aviation (or its subcontractor) therefrom.

12. Warranty

To the fullest extent by law:

12.1 Subject to paragraphs 12.2 and 12.4 IMT Aviation warrants that the Services carried out by IMT Aviation (or its subcontractors) under the Contract will be free from defects in workmanship. The extent of IMT Aviation's liability is limited to rectifying such defects in workmanship free of charge to the Customer proven to have occurred within **twelve (12) months of the date of the Certificate of Release to Service for Repair, or eighteen (18) months for Overhaul** or in the case of supply of parts or materials, which such parts or materials are made available for delivery. However all defects shall be reported in writing by the Customer to IMT Aviation as soon as practicable after the Customer becomes aware of the defect.

12.2 The warranty shall be void if the Customer or a third party undertakes modifications, repairs or otherwise interferes with the Goods, without IMT Aviation's written consent.

12.3 Where IMT Aviation carries out Services under a warranty claim, IMT Aviation warrants such Services in accordance with paragraph 12.1 above provided always that such warranty shall apply only on the remainder of the original warranty period.

12.4 The warranty shall not apply if faults occur which are due to poor material, design or construction or manufacturing fault or beyond IMT Aviation's control including natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive/overexerted use, unsuitable means of production, chemical or electrolytic influences or any cause other than defects in IMT Aviation's or its subcontractor's workmanship.

12.5 Any other claims of the Customer concerning deficiencies, defects or faults are excluded.

Liability

13.1 IMT Aviation shall indemnify the Customer for loss of or damage to property, or death of or injury to persons, if caused by IMT Aviation's recklessness in the performance of the Services and the Customer shall indemnify IMT Aviation, its associated, affiliated and subsidiary companies and subcontractors, and the directors, officers, employees, servants and agents thereof in respect of any such loss, damage, death or injury otherwise caused.

13.2 IMT Aviation's total liability cover under the Contract shall not exceed USD 1,000,000

13.3 Save in the case of wilful misconduct, IMT Aviation shall not be or become liable to the Customer for any shut down, loss of profit, loss of use, financial damages, economic, indirect, consequential or incidental losses or damage (including without limitation, loss of revenue or use, loss of profits, wasted expenditure, diminution in value, loss of agreements or losses resulting from a delay or interruption during the performance of Services).

13.4 In addition, any further claims by the customer, regardless of their legal basis, shall be excluded.

13.5 The Customer shall be responsible for any damage caused through deficiency in tools, equipment, and materials or anything which it may provide IMT Aviation.

14. Insurance

14.1 The Customer shall maintain appropriate insurance, consistent with prevailing insurance market practice, in respect of its obligations under clause 13, including Aviation Legal Liability Insurance (to include Products Liability) for a combined single limit (bodily injury/property damage) including War and Allied Perils of an amount not less than US\$10,000,000 (US Dollars ten million US Dollars) any one claim or occurrence limited in all, but in the annual aggregate in respect of War and Allied Perils and Products Liability and shall include the following: IMT Aviation, its directors, officers, employees, servants, agents and subcontractors shall be included as additional insureds.

14.2 The Customer hereby warrants that it shall maintain, or procure the maintenance in full force and effect of the above insurances for the duration of the Contract and in respect of Aviation Liability Insurance (including Products Liability), for a period of 2 years following termination or expiry of the Contract and will on demand, provide a certificate of insurance to IMT Aviation evidencing that such insurance is in full force and effect. Such certification may be required by IMT Aviation as a condition of commencement or continuation of the Services.

15. Force Majeure

15.1 Save that all payments shall be made on time, no delay or failure to perform by either party shall give rise to any claim for any losses including a claim for anticipated profits, if caused by Force Majeure.

15.2 "Force Majeure" means an occurrence beyond the control of the party affected and which the party cannot prevent or provide against by exercising reasonable diligence. It includes acts of God or the public enemy, expropriation or confiscation of facilities, any form of Government intervention, hostilities, rebellion, terrorist activity, local, national or regional emergency, sabotage, riots, floods, unusually severe weather conditions which could not reasonably be anticipated, fires, explosions or other catastrophes, strikes or any concerted act of workmen or similar occurrences.

16. Unenforceability

If any term on the Contract (including these GBCBM) is found to be invalid, illegal or unenforceable, this shall not affect the validity, legality or enforceability of the remaining items. The parties agree to replace such ineffective terms with terms, which are consistent to the greatest extent possible with the economic objectives of the Contract.

17. Confidentiality

Information contained in IMT Aviation's offers and/or contracts is intended for the exclusive use to the Customer. Any distribution, copying, publicising or other disclosure to third parties without prior written consent of IMT Aviation is prohibited.

18. Language

These GBCBM may be made available in a number of languages. However in the case of any question of interpretation or difference in translation, the English version shall prevail.



General Conditions of Business, Component Maintenance

19. Third Parties

No term of this Contract may be enforced under the Contracts (Rights of Third Parties) Act 1999 by a party who is not a party to it.

20. Applicable Law and Jurisdiction

The governing law of the contract shall be the law of England. In the event of any dispute arising out of this Contract, the parties hereto agree to submit to the jurisdiction of the courts of England.

21. GDPR

IMT Aviation is compliant with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

We have a data protection policy which demonstrates our commitment and understanding of data protection law. We only process personal data where necessary and always uphold the rights and freedoms of those subjects that can be identified. By entering into a contract with IMT Aviation Limited a legal obligation to process the data of your staff and other representatives of your organisation may be created and we therefore will process the data in our legitimate business interest. We will endeavour to uphold a data subject's rights wherever possible and lawful. For further details please refer to our website or you can request a copy of our privacy policies.

22. Import and Export,

It is the policy of IMT to comply fully with all applicable governmental laws and regulations relating to the export and import of products, services and technical data. Unless specifically directed otherwise by the customer, IMT will use its choice of freight forwarder for any order that involves an export and will ensure that the export documentation is handled in accordance with all the laws and regulations. If a customer directs that IMT use a freight forwarder chosen by the customer, IMT requires that the Customer Designated Freight Forwarder file the essential export information to the authorities or equivalent foreign channel, if necessary. If any additional information is required to properly execute the export, the freight forwarder or customer will request that information from the Shipping Department of the division preparing the goods for shipment. IMT will supply the classification of the goods being exported and provide the appropriate destination control statement to define the export jurisdiction of the goods. The Customer Designated Freight Forwarder will ensure compliance to applicable export laws and regulations accordingly and provide copies to IMT.

23. Definitions and Interpretation

In this Agreement the following expressions have the following meanings:

Affiliate – means each and every company which is from time to time a subsidiary or holding company of the Customer of a subsidiary of any such holding company (and the terms "subsidiary and holding company" shall have the meanings given to them by section 1159 of the Companies Act 2006) and such other companies as the Customer may notify the supplier in writing from time to time

ATA – means the Air Transport Association which defines certain standards relating to categorisation, use and handling of aircraft parts

BER – means Beyond Economical Repair as defined by the Customer

Cannibalisation – means the disassembly of parts into sub-assemblies and piece parts which may then be recertified as serviceable and used in future recovery processes on Customers unserviceable parts

Certificate of Conformity – means a certificate confirming parts not requiring Form One are fit for purpose as defined by EASA

Confidential Information – means all information disclosed in relation to the General Terms Agreement and which would appear to a reasonable person to be confidential or is marked confidential or which relates to the business of the Customer, Supplier or its affiliate, and all information derived from the above, including for the avoidance of doubt any specifications and negotiations relating to it

Component - means a Rotable or a Repairable

Customer – means company or representative of a company requesting / requiring services.

Delivery Location – means the address specified in this General Terms Agreement for the delivery of parts

EASA – means the European Aviation Safety Agency

Excluded Agent – means a company with which the Customer does not wish the supplier to purchase parts from for use in their repairs, and on occasions where the Customer may agree the sale / lease / exchange of Customer owned property, companies with which the Customer does not wish aforementioned parts sold.

Force Majeure – means any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including (but not limited to) acts of God, riots, war or armed conflict, acts of terrorism, acts of government, fire, flood, storm or earthquake, or disaster.

EASA Form 1 – means the certificate of release to service for Part or Process as defined by EASA

General Conditions of Business, Component Maintenance ("GCBCM") – means the provisions set out in this document including the General Terms Agreement Terms Sheet

General Terms Agreement Terms Sheet – means the key terms of the General Terms Agreement that may be set out in addition to this document.

Good Aviation Industry Practice – means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill and care, diligence, prudence, and foresight which would be reasonably expected from a leading company within the aviation sector

Intellectual Property Rights – means any and all patents, registered and unregistered designs, copyright, trademarks and trade names (whether registered or not) and all the common law rights attached thereto and other intellectual property rights of a similar or corresponding nature which may subsist whether now or in the future in any part of the world

NLP – means current year new list price as published by the original equipment manufacturer or its approved distributor

Parts – means the articles, materials and/or hardware which consigned by the Customer or Supplier

Price – means the repair / service price as levied upon the Customer by the Supplier

On Wing Process – means a direct task carried out on an aircraft, away from base, in accordance with EASA regulations and the Suppliers MOE, that can be certified on a certificate of airworthiness, including but not limited to inspection, modification, repair.

Workshop Process – means a direct task carried out on an aircraft part, at the Suppliers 145 approved workshop, in accordance with EASA regulations and the Suppliers MOE, that can be certified on a certificate of airworthiness, including but not limited to inspection, modification, repair, Overhaul.

Purchase Order – means an order (Contract) placed by the Customer on the Supplier for parts or services

Redelivery Location – means the address specified in the Purchase Order placed by the Customer for the redelivery of serviceable parts.

Replacement Parts – means the articles, materials and or hardware not owned by the Customer which are sourced by the Supplier for sale to the Customer.

Representative – means the appointed contact(s) for the Customer and the Supplier

Repairable - means a Part of an Aircraft which may be economical to repair to a serviceable condition.

Repair Order – means an order (Contract) placed by the Customer on the Supplier for a component repair.

Rotable - means a Part for an Aircraft which may be economically repaired to a serviceable condition and which in the normal course of operations is repeatedly rehabilitated to a serviceable condition except when it is Beyond Economical Repair (BER).

Serviceable – means a condition of Parts classified as fully functional and are able to be fitted to an airworthy aircraft as stated by EASA or as generally accepted in the aviation industry

Term – means the duration of an agreement

Unserviceable – means a condition of a part classified as not fully functioning and not able to be fitted to an airworthy aircraft without going through a repair process.

Working Day – means a day (other than Saturday or Sunday) on which the banks are ordinarily open for business in the City of London.

8130-3 – means the certificate of airworthiness for a serviceable part as defined by the Federal Aviation Administration of the USA.