



GENERAL SALES TERMS & CONDITIONS

ITEM 1 - VALIDITY, ENTIRE AGREEMENT

- 1.1 These General Terms and Conditions apply to all purchases of
- spare parts ("Spares");
 - technical publications ("Technical Publications"); and
 - engineering services, repair drawings, modification directives, life and cycle extensions, continuous airworthiness, technical support and verbal assistance for support (collectively "Support").
- 1.2 New Lintaero Engine AB ("NLAE") and the buyer of the Goods and Services ("Buyer") agree that these General Terms and Conditions supersede all prior representations or agreements, and any terms and conditions found on any order to purchase Goods and Services ("Order") submitted by the Buyer to NLAE. Any additional or inconsistent terms and/or conditions have no force or effect unless agreed to in writing by both parties.
- 1.3 All quotations and Order acknowledgments made by NLAE are deemed to incorporate these General Terms and Conditions by reference.
- 1.4 NLAE's acceptance of any Order is expressly conditional upon the Buyer's full agreement to all the terms and conditions stated herein. The Buyer's placement of an Order, or by issuing a payment against NLAE's proforma invoice or invoice, or receipt by the Buyer of Goods and Services constitutes full acknowledgement of and assent to NLAE's General Terms and Conditions set out herein, including all exclusions and limitations of liability applicable to the transaction.

ITEM 2 - PRICE, PAYMENT

- 2.1 Orders must be submitted to NLAE in writing. NLAE will not accept verbal orders.
- 2.2 All prices are expressed and payable in U.S. dollars ("USD"), unless otherwise specified.
- 2.3 Subject to a minimum Order price, if applicable, NLAE will invoice Orders at:
- the list price at the time an Order is accepted, subject to scheduled delivery within three (3) months of the date of the Order;
 - the sum of actual hours required to perform Support multiplied by NLAE's hourly rate for performing that Support;
 - the quoted or estimated price, if a price was quoted or estimated within thirty (30) days of the date of invoicing; or
 - such other price as the parties expressly agree upon.
- 2.4 A minimum order price of one hundred and twenty-five dollars (\$125) applies to Orders for Spares and to Orders for Support.
- 2.5 NLAE reserves the right to alter all prices at any time without notice.
- 2.6 If a Buyer would like an estimate for the cost of purchasing Support, then:
- free of charge, NLAE will provide the Buyer with an initial assessment of the requirements to prepare the estimate;
 - following receipt of the initial assessment, the Buyer must submit a written request to NLAE's sales team by e-mail to sales@nlae.se.
 - upon receipt of the written request, NLAE will prepare an estimate;
 - the estimate will clearly indicate approximate costs for:
 - investigation, research and preparation of the estimate; and
 - execution of the Support, including the number of hours required and NLAE's hourly rate for performing that Support; and
 - the actual cost for investigation, research and preparation of the Estimate shall be chargeable by NLAE and payable by the Buyer.
- 2.7 Where applicable, all prices include the cost of standard commercial packing generally in accordance with Air Transport Association (ATA) Specification 300. Costs of any other or additional packaging will be charged to the Buyer.
- 2.8 Upon notification to the Buyer, NLAE reserves the right to supply alternate or superseding Spares. Prices could vary on alternate or superseding Spares.
- 2.9 NLAE reserves the right to supply an alternative solution for Support in order to respect airworthiness regulations or Original Equipment Manufacturer (OEM) directives. Prices could vary on alternate Support.

ITEM 3 - DELIVERY, METHOD OF SHIPMENT AND PACKING

- 3.1 NLAE may deliver Goods and Services via electronic format, if possible. Alternatively, delivery of Goods and Services will be EXW (Incoterms 2000) to the carrier nominated by the Buyer at NLAE's specified premises. However, NLAE may, at its sole discretion, decline to use a specific carrier, in which event the Buyer shall nominate a different carrier.
- 3.2 NLAE may arrange for a shipment at the Buyer's cost using NLAE or the Buyer's courier account.
- 3.3 The Buyer will select the method of shipment and carrier on an Order. However, if no method of shipment is specified by the Buyer, NLAE will ship via NLAE's selected routing at the Buyer's risk and expense.
- 3.4 If special crating is required for shipment, NLAE will invoice the Buyer for the cost of the crate manufacture and/or supply.
- 3.5 The Buyer must provide NLAE with written notice of short or incorrect shipment of Goods and Services within fifteen (15) days of the date of receipt at the Buyer's facilities.
- 3.6 Delivery charges will be paid by the Buyer. NLAE reserves the right to require payment of delivery costs in advance of shipment.
- 3.7 Items 3.7(a) – (e) below apply specifically to delivery, shipment and packing of Spares:
- Availability of Spares is subject to their prior sale or commitment to third parties prior to acceptance of an Order by NLAE. NLAE reserves the right to allocate Spares on an equitable basis among the Buyer and other customers, as determined by NLAE in its sole discretion.
 - NLAE agrees that status reports of Orders for Spares will be made to the Buyer.
 - All Spares ordered shall receive standard commercial packing suitable for export shipment via airfreight. Such standard packing will generally be to ATA 300 standards, as amended from time to time. All aircraft on ground (AOG) "priority orders" will be handled, processed, packed and shipped separately.
 - In each shipment of Spares, NLAE will include a packing list itemized to show:
 - the contents of the shipment;
 - as required, the approved signature of NLAE's Quality assurance attesting to the airworthiness of the Spares and
 - the value of the shipment for customs clearance if required.
 - If NLAE gives the Buyer written notice that the Spares ordered by the Buyer are ready for shipment and shipment is delayed more than thirty (30) days at the Buyer's request or without NLAE's fault or responsibility, the Buyer will promptly reimburse NLAE upon demand for all costs and expenses, including but not limited to reasonable amounts for storage, handling, insurance and taxes incurred by NLAE as a result of such delay. After thirty (30) days of such a delay, NLAE may sell the Spares to another buyer.

ITEM 4 - EXPORT PERMITS

- 4.1 The Buyer agrees to fully comply with all applicable export laws, regulations and sanctions, including without limitation applicable regulations of the European Union, and shall obtain and renew any necessary governmental export licenses, permits or other authorizations required for the export, re-export, transfer or use of the Goods and Services. The Buyer will also provide all relevant supporting data, drawings, information and/or documentation.
- 4.2 Notwithstanding any other provision hereof, NLAE will have no liability whatsoever (including no obligation to provide substitute goods or services), nor will NLAE be deemed in breach hereof, if any governmental authority fails or refuses, for any reason, to issue or renew any export license or other official authorization affecting any Goods and Services.
- 4.3 The Buyer acknowledges that the Goods and Services are subject to compliance with applicable EU regulations, including, where applicable, Article 12 of Regulation (EU) No 833/2014 and Article 8g of Regulation (EU) No 765/2006. As well as stipulated in the U.S. Export Administration Regulations (EAR), 15 CFR Parts 730-774.
- 4.4 Neither the Buyer nor the exporter shall directly or indirectly export, re-export, transfer, supply or otherwise make the Goods available to Russia, Belarus, or to any person, entity or destination prohibited under applicable EU sanctions laws and regulations. The buyer and exporter shall take all reasonable measures to prevent circumvention of such restrictions by third parties.
- 4.5 The Buyer agrees to cooperate with NLAE in monitoring compliance with applicable export control and sanctions regulations and shall, upon request, provide relevant and necessary information to the exporter.
- 4.6 Any breach of this Section 4 constitutes a material contractual breach of this Agreement and shall entitle NLAE to immediately suspend performance and/or terminate the Order without liability. NLAE further reserves the right to claim damages and any other remedies available under applicable law.

ITEM 5 - TAXES AND DUTIES

- 5.1 The Buyer is responsible for all taxes, duties, tariffs, governmental surcharges and other charges of any nature whatsoever, including any related interest and penalties thereon, arising from or in connection with the sale, delivery, import, export or use of the Goods and Services, or related Support under an Order. The Buyer will reimburse NLAE for any such amounts NLAE may be required to pay to any governmental authority or designated facility performing any of the Support related to the Order.



5.2 In addition, the Buyer will pay to NLAE on demand the amount of any customs duties required to be paid by NLAE with respect to the importation by the Buyer of the Goods and Services, plus a fifteen percent (15%) administration fee.

ITEM 6 - PAYMENT TERMS

6.1 Payment from the Buyer is immediately due at the date of NLAE's invoice, unless otherwise specified.

6.2 Any overdue amount will bear interest from the due date until the date actual payment is received by NLAE at an annual rate of interest equal to the U.S. prime interest rate as established from time to time by the National Bank of Canada, plus two percent (2%), calculated and compounded monthly. Interest will be automatically added to any and all outstanding accounts.

6.3 The Buyer will make payments in U.S. funds, unless otherwise specified, by wire transfer to:

New LintAero Engine AB
Bank Name: Skandinaviska Enskilda Banken AB
Bank Address: Kungsträdgårdsgatan 8
SE-111 47 Stockholm
Sweden
SWIFT: ESSESESSXXX
IBAN for USD funds: SE6350000000052048215580
IBAN for EUR funds: SE3550000000052048215599

6.4 NLAE reserves the right to alter the terms of payment:

- (a) at any time by giving the Buyer thirty (30) days prior written notice of the new terms; or
- (b) without prior notice if the Buyer fails to pay, when due, an amount the Buyer otherwise owes under any agreement with NLAE.

6.5 The Buyer will comply with all applicable monetary and exchange control regulations and will obtain any necessary authority from the governmental agencies administering such regulations to enable the Buyer to purchase and make payments at the time and place and in the manner specified herein.

6.6 The Buyer will not delay payment for the Goods and Services pending, or based on the results of, an inspection or acceptance.

ITEM 7 - TITLE / RIGHTS OF USE

7.1 Property and title to Spares will pass to the Buyer when the purchase price is paid in full to NLAE. Until the purchase price is paid to NLAE, NLAE retains a security interest in the Spares. The risk of loss of or damage to the Spares passes to the Buyer at the time of delivery. NLAE agrees to inform the Buyer of the date the Spares are shipped and the carrier's reference information.

7.2 The Buyer shall use Support solely for the purpose for which NLAE provided the Support.

7.3 NLAE is the owner of all intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in Technical Publications, Spares and in Support. Such intellectual property rights:

- (a) are confidential and proprietary to NLAE;
- (b) will not be disclosed or transferred to any third party without NLAE's prior written consent; and
- (c) remain the property of NLAE at all times, regardless of whether this agreement has expired or been terminated.

7.4 Under no circumstances does the Buyer have the right to manufacture, produce or reproduce any aircraft parts, drawings, information, or documentation produced by NLAE, without NLAE's prior written authorization by an authorized NLAE Company Official.

ITEM 8 - WARRANTY / DISCLAIMER

8.1 Subject to the exceptions, conditions and limitations set forth in these General Terms and Conditions, NLAE warrants that at the date of delivery:

- (a) Spares manufactured by NLAE, Technical Publications that originated from NLAE, and Support shall be free from defects in material and/or workmanship;
- (b) Spares manufactured by NLAE, Technical Publications that originated from NLAE, and Support shall be free from defects in design; and
- (c) Support shall be in conformity with the Buyer's requirements as confirmed by NLAE.

NLAE will make reasonable efforts to advise the Buyer of requirements as confirmed by NLAE.

8.2 This Section sets out the warranty ("Warranty") provided by NLAE with respect to defective Goods and Services.

The Warranty does not apply to Spares that are not manufactured by NLAE or Technical Publications that do not originate from NLAE or Support that is not provided by NLAE. However, any Warranty provided by OEM, MRO or other suppliers will be passed on to the Buyer.

8.3 NLAE has no responsibility under the Warranty for:

- (a) normal wear and tear and the need for regular maintenance and overhaul;
- (b) unapproved modifications or changes;
- (c) use of unapproved and/or uncertified spare parts;
- (d) operation beyond purpose for which Goods and Services have been certified;
- (e) defect resulting from the misuse of Goods and Services;
- (f) defect resulting from an accidental break of Goods and Services;
- (g) costs associated with test and overhaul at times prescribed in applicable manuals.

8.4 The Warranty shall remain in effect for any defect covered by the Warranty ("Defect") that becomes apparent during the applicable warranty period set out below ("Warranty Period"):

- (a) 90 days following delivery of Spares;
- (b) 12 months following delivery of Technical Publications;
- (c) 12 months following delivery of Support.

8.5 As to each matter covered by the Warranty, NLAE's sole obligation and liability under the Warranty is expressly limited to, at NLAE's sole election, either:

- (a) correction by the repair, replacement, revision, rework or adjustment of the defective Goods and Services; or
- (b) reimbursement of the purchase price by credit note.

8.6 Any repaired, replaced, revised, reworked or adjusted Goods and Services which is the subject of a warranty claim is warranted under the same terms and conditions as the originally delivered Goods and Services for the unexpired portion of the Warranty Period.

8.7 In replacing a defective Spare, NLAE may supply a repaired or modified unit to a status identical to, or higher than, the defective Spare.

8.8 NLAE's obligations hereunder are subject to submission of a warranty claim in writing to NLAE within the Warranty Period but no later than 30 days of the Defect becoming apparent, which warranty claim shall include but not be limited to the following information:

- (a) the identity of the Goods and Services involved, including, if applicable, part number, lot id, serial number, title, revision number, and the quantity claimed to be defective;
- (b) the manufacturer's serial number of the aircraft with respect to which the Goods and Services was purchased, if applicable;
- (c) the date the claimed Defect became apparent to the Buyer;
- (d) a description of the claimed Defect and the circumstances pertaining thereto;
- (e) the original documentation attached to the Goods and Services, if any; and
- (f) unless the Defect is with respect to a Technical Publication:
 - (i) the total flight hours (and cycles, if applicable) accrued at the time the Defect became apparent to the Buyer; and
 - (ii) visual evidence of the Defect acceptable to NLAE (e.g. photographs).

8.9 All warranty claims shall be subject to audit and approval by NLAE, and NLAE shall determine the disposition of the Buyer's warranty claim within thirty (30) days of NLAE's receipt of the warranty claim and/or return of the item. NLAE shall notify the Buyer of NLAE's disposition of each warranty claim in writing.

8.10 If a warranty claim is recognized by NLAE, NLAE shall:

- (a) reimburse all costs of transporting the defective Goods and Services from the Buyer to NLAE's designated facility and shall assume all costs of transportation of the repaired, corrected or replacement Spare back to the Buyer;
- (b) assume all costs incurred for the repair, replacement, revision, rework or adjustment of the defective Goods and Services but will not include any of the Buyer's costs for installation or removal of the defective Goods and Services; and
- (c) make the repair, replacement, revision, rework or adjustment of the defective Goods and Services with reasonable care and dispatch.

8.11 Title to Spares returned to NLAE under a warranty claim will at all times remain with the Buyer, except for title to a returned Spare that has been replaced, which passes to NLAE upon shipment to the Buyer of the replacement Spare.

8.12 NLAE shall be relieved of and shall have no obligation or liability under the Warranty if:

- (a) the Defect did not become apparent within the Warranty Period;
- (b) the Buyer did not report the Defect in writing to NLAE within the period provided in Item 8.8;



- (c) the Buyer did not submit reasonable proof to NLAE within thirty (30) calendar days after the Defect becomes apparent that the Defect is due to a matter covered by the Warranty; or
- (d) the defective Goods and Services is a Spare, and:
 - (i) the Buyer did not return the Spare claimed to be defective to NLAE's designated facility at the Buyer's cost (unless advised by NLAE to retain such Spare pending evaluation of the Buyer's claim); or
 - (ii) the Spare was not installed, operated, overhauled or maintained in accordance with the manufacturer's documentation (including service bulletins and airworthiness directives), unless the Buyer furnishes reasonable evidence acceptable to NLAE that such installation, operation or maintenance was not a cause of the Defect.

8.13 In the event that a Spare returned under a warranty claim is established to be serviceable, then NLAE shall be entitled to charge and recover from the Buyer any reasonable costs incurred by NLAE, including transportation charges, in connection with such warranty claim. However, in the event that repetitive in-service failure occurs on the particular Spare which is identified by NLAE on a repeated basis to be serviceable, then NLAE and the Buyer shall discuss and mutually agree on a course of further action to help identify the problem. In the event the defect is ultimately confirmed to be a legitimate warranty claim, then the above mentioned costs incurred by NLAE and charged to the Buyer shall be waived.

8.14 In the event that a Defect occurs on a repeated basis with a particular Engineering Service which is identified by NLAE to be acceptable, then NLAE and the Buyer shall discuss and mutually agree on a course of further action to help identify the problem. In the event the Defect is ultimately confirmed to be a legitimate warranty claim, then any costs incurred by NLAE and charged to the Buyer in respect of the Defect shall be waived.

8.15 NOTWITHSTANDING ANYTHING TO THE CONTRARY:

- (a) THE WARRANTY IS GIVEN BY NLAE AND ACCEPTED BY THE BUYER IN PLACE OF ALL OTHER EXPRESS, IMPLIED OR STATUTORY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS, IN CONTRACT OR IN TORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ANY DEFECT IN THE GOODS AND SERVICES, AND ALL SUCH OTHER TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED; AND
- (b) THE ONLY REMEDY FOR BREACH OF THE WARRANTY IS AS SET OUT HEREIN. FOR GREATER CERTAINTY, IN NO EVENT SHALL NLAE BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH EITHER A BREACH OF SUCH WARRANTY, OR ANY TORTIOUS OR NEGLIGENT ACT OR OMISSION BY NLAE OR ITS AFFILIATES. SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDE, WITHOUT LIMITATION: ECONOMIC LOSS, LOSS OR DAMAGE TO ANY PROPERTY OR PERSON, OR ANY OTHER EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, AS WELL AS EXPENSES INCURRED EXTERNAL TO THE GOODS AND SERVICES.

8.16 No variation or extension of the Warranty shall be binding unless it is in writing and signed by a duly authorized representative of NLAE.

8.17 In no event shall NLAE's liability exceed the purchase price of the Goods and Services, whether based in contract, strict liability, fault, tort, or any other asserted right.

8.18 The Buyer's acceptance of the Warranty, or the making of any claim or receipt of any benefit thereunder, constitutes the Buyer's acceptance of all the foregoing terms, conditions and limitations.

ITEM 9 - RETURN OF SPARES

9.1 All Spares returned to NLAE for any reason shall be subject to NLAE's Material Return Authorization procedure in effect at time of request for return. No liability for loss or damage to unauthorized returns will be accepted by NLAE for any reason whatsoever.

9.2 Returns must only consist of Spares accompanied by all original documentation, including original certification documents.

9.3 The Buyer will be charged a restocking fee of up to 15% of the purchase price of any returned Spares unless NLAE requests the return. The Buyer would then be credited the remainder of the purchase price to be used on subsequent orders.

9.4 The return of Spares, whether or not authorized, will be at the Buyer's expense, except as provided in Item 8 and under Item 15.

ITEM 10 - SUBSTITUTIONS AND MODIFICATIONS

10.1 With respect to Spares:

- (a) NLAE reserves the right to make any necessary corrections or changes in the design, part number or nomenclature of Spares covered by an order, to substitute Spares and to adjust prices accordingly, provided that installation or interchange ability is not affected. NLAE shall promptly give the Buyer written notice of corrections, changes, substitutions and consequent price adjustments where an open order exists; and
- (b) Corrections, changes, substitutions and price adjustments which affect interchangeability or exceed the quoted price of Spares may be made only with the Buyer's consent, which consent will conclusively be deemed to have been given unless the Buyer gives NLAE written notice of objection within fifteen (15) days after receipt of NLAE's notice, giving the Buyer the right to cancel the order.

10.2 With respect to Support:

- (a) NLAE reserves the right to make necessary corrections, changes or adjustments to Support at any time. NLAE shall promptly give the Buyer written notice of corrections, changes or adjustments.
- (b) Corrections, changes or adjustments shall be free of charge to the Buyer. However, those corrections, changes or adjustments could generate expenses to the Buyer and NLAE shall have no obligation with respect to those expenses.

ITEM 11 - CANCELLATION OF ORDERS

11.1 If the Buyer cancels an order, NLAE, at its option, shall be entitled to recover any and all actual damages suffered, in an amount not less than 15% of the original purchase price.

ITEM 12 - INSURANCE

12.1 NLAE does not insure Goods and Services during shipment unless otherwise specified. Transportation insurance and claims processing are the sole responsibility of the Buyer. The Buyer assumes all risk of loss and/or damage upon shipment by NLAE. NLAE may offer insurance for transportation if requested by the Buyer.

12.2 At NLAE's request, the Buyer shall provide NLAE with an insurance certificate as evidence of transportation insurance prior to shipment of the Goods and Services. The insurance certificate shall name NLAE as loss-payee to the extent of NLAE's financial interest in the Goods and Services.

ITEM 13 - EXCUSABLE DELAY

13.1 NLAE shall not be liable for, nor be deemed to be in default under an Order or these General Terms and Conditions on account of, a delay in delivery of the Goods and Services or other performance resulting from causes beyond its reasonable control. These may include, but are not limited to, acts of government, court order, civil unrest, sabotage, adverse weather conditions, labour problems and shortage of materials or Support. NLAE shall use reasonable efforts to avoid or remove the cause and resume performance with minimum delay. The time for delivery will be extended accordingly.

ITEM 14 - EXCLUSION OF LIABILITIES

14.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NLAE SHALL HAVE NO OBLIGATION OR LIABILITY (WHETHER IN LAW OR IN EQUITY), WHETHER ARISING IN CONTRACT (INCLUDING, WITHOUT LIMITATION, WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE) OR UNDER ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF ANY AIRCRAFT, EQUIPMENT, GOODS OR SERVICES, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, DELAY, FAILURE TO WARN, OR FAILURE BY NLAE TO PERFORM ANY OBLIGATION UNDER THESE GENERAL TERMS AND CONDITIONS.

NLAE SHALL FURTHER HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DELAY, NON-DELIVERY, FAILURE TO PERFORM, OR INTERRUPTION IN THE SUPPLY OF ANY GOODS OR SERVICES ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE, REFUSAL, INABILITY, INSOLVENCY, BANKRUPTCY, RESTRUCTURING, CESSATION OF BUSINESS, SUSPENSION OF OPERATIONS, LABOR DISPUTE, FORCE MAJEURE EVENT, GOVERNMENT ACTION, EXPORT RESTRICTION, SHORTAGE OF MATERIALS, TRANSPORTATION INTERRUPTION, OR OTHER NON-PERFORMANCE BY ANY SUPPLIER, SUBCONTRACTOR, MANUFACTURER, VENDOR, OR OTHER PARTY WITHIN THE SUPPLY CHAIN, INCLUDING ANY LOWER-TIER SUPPLIER, WHETHER OR NOT SUCH CIRCUMSTANCE WAS FORESEEABLE OR WITHIN THE REASONABLE CONTROL OF NLAE.

ANY SUCH CIRCUMSTANCE SHALL CONSTITUTE AN EXCUSABLE DELAY, AND NLAE SHALL BE ENTITLED TO A SUSPENSION OF PERFORMANCE FOR THE DURATION OF SUCH EVENT AND FOR A REASONABLE PERIOD THEREAFTER TO RECOVER OPERATIONS, WITHOUT LIABILITY OF ANY KIND.



ITEM 15 - INSPECTION

15.1 It is the responsibility of the Buyer to inspect all Goods and Services upon receipt at their destination. Use of Goods and Services, or failure of the Buyer to give written notice of short or incorrect shipment of Goods and Services within fifteen (15) days of the date of receipt at the Buyer's facilities, shall constitute acceptance. Acceptance shall be final and the Buyer waives the right to revoke acceptance for any reason, whether or not known to the Buyer at the time of acceptance, the Buyer's remedies for defects discovered before acceptance are exclusively provided for in Item 15.2 below.

15.2 Any written notice of rejection referred to in Item 15.1 above shall specify the reasons for rejection. If NLAE concurs with a rejection, NLAE shall, at its option, correct, repair, replace, revise or adjust the rejected Goods and Services.

15.3 The Buyer shall, upon receipt of NLAE's written instructions and Material Return Authorization, return a rejected Spare, along with all original documentation, to NLAE at its specified plant, or other destination as may be mutually agreeable.

15.4 The return of rejected Goods and Services to NLAE, and the return or delivery of corrected, repaired, rejected, replaced or revised Goods and Services or any replacement for any such Goods and Services, shall be at NLAE's expense.

15.5 All Goods and Services supplied by NLAE shall be certified and distributed in accordance with the ASA-100 specification.

ITEM 16 - GENERAL PROVISIONS

16.1 These General Terms and Conditions and all related matters will be governed by, and construed in accordance with, the laws of Sweden, and applicable European Union law. Any litigation arising from, connected with or relating to the purchase of Goods and Services, or any related matters, must be resolved before the courts of Sweden sitting in the City of Stockholm and the parties and each of them hereby irrevocably submit and attorn to the original and exclusive jurisdiction of these courts in respect of any dispute or matter related to the purchase of Goods and Services.

16.2 The parties agree to exclude the application of the United Nations Convention on contracts for the International Sale of Goods to all transactions relating hereto.

16.3 Alternative dispute resolution is NLAE's preferred approach for settling issues with respect to the application and interpretation of these Terms and Conditions, and the Buyer hereby confirms its commitment to consider the use of this approach. Notwithstanding the foregoing, nothing in these General Terms and Conditions shall be deemed to limit the rights and remedies of NLAE.

16.4 These General Terms and Conditions are for the benefit of and bind the parties and their respective successors and assigns. Absent NLAE's prior written consent, any assignment or attempted assignment of an Order shall be wholly void, invalid and totally ineffective for all purposes. If consent is given, NLAE may charge an assignment fee.

16.5 NLAE may:

- (a) assign any Order to any of its affiliates; or
- (b) assign any of its rights to receive money under an Order to any party.

16.6 The benefit of the disclaimer in Item 8 and the exclusion of liabilities in Item 14 extends to all of the NLAE Air Limited entities, divisions and subsidiaries that are not NLAE, and to all of the respective officers, directors, employees and representatives of NLAE and the NLAE Air Limited entities, divisions and subsidiaries that are not NLAE.

16.7 Each provision of these General Terms and Conditions is independent of every other provision of these General Terms and Conditions. If any provision of these General Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. It is the intention of the parties that this agreement will have been made without reference to any provision which may, for any reason, be held to be invalid or unenforceable.

16.8 A waiver of a breach or default under these General Terms and Conditions shall not be a waiver of any other breach or default. The failure of a party to enforce compliance with any term or condition of these General Terms and Conditions shall not constitute a waiver of such term or condition.

16.9 NLAE may terminate the whole or part of an Order at any time by written notice to the Buyer if the Buyer is in default in carrying out any of its obligations under these General Terms and Conditions, or if the Buyer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization or if a receiver, trustee or custodian is appointed of the Buyer or a substantial part of the Buyer's assets. On termination, NLAE shall have no further obligation to the Buyer and the Buyer will reimburse NLAE for all legal fees and other expenses incurred by NLAE in recovering any sums due regardless of whether the order has been terminated or not.

16.10 If NLAE is in default in carrying out any of its obligations under these General Terms and Conditions, the Buyer shall, prior to termination of the whole or part of an Order, give NLAE written notice of such default. NLAE will have fourteen (14) calendar days (or more if authorized in writing from the Buyer) from the date of receipt of such notice in which to cure the default or to satisfy the Buyer that such default shall be cured within a period of time acceptable to the Buyer. If NLAE fails to cure the default within the applicable time frame, the Buyer may terminate the Order for default by giving written notice of termination to NLAE. The Buyer will be responsible for reimbursing NLAE for any costs or expenses incurred with respect to an Order up to and including the date on which NLAE receives written notice of termination.

16.11 Time is of the essence of any accepted Order and of these General Terms and Conditions.