

Direct Aero Services Limited

General Conditions of Sale, Delivery and Services

General

1. These General Terms and Conditions (hereinafter referred to as: "GTC") shall govern the business relationship between Direct Aero Services Limited (referred to as "DAS") and any purchaser (hereinafter referred to as the "Purchaser") of services supplied by DAS. These GTC shall apply to any offer, order or contract (notwithstanding the title of such agreement, sales agreement, purchase agreement, or services agreement), relating to any services performed by DAS (hereinafter referred to as: the "Services"). These GTC shall also be applicable to and take effect on any and all transactions concluded with DAS in the future. No terms and conditions other than those contained herein shall be binding upon DAS unless accepted by it in writing. All terms and conditions contained or referred to in any prior oral or written communication, including, without limitation, Purchaser's quotation request, Purchaser's order, or Purchaser's general terms of purchase, are hereby rejected and shall not be binding on DAS, notwithstanding any provision to the contrary in such Purchaser's standard terms and conditions. These GTC are available online at <https://www.directaviation.aero/services/home> .

Contract, Scope of Deliveries and Services

2. DAS's written order confirmation shall be decisive for the scope of services. In case DAS's offer submitted with a set time limit for its acceptance is accepted in time, and in case DAS has not yet confirmed said order, DAS's offer shall be decisive for the scope of services. Alterations to the scope of services shall require DAS's written confirmation.

3. Documents and information forming an integral part of DAS's offer, order or contract, such as illustrations, drawings, data on quantities and volumes, measures, weights, loads, processes, consumption figures, and performance data as well as on set deadlines for performance and on the number of personnel assigned to performance and supervision shall be deemed approximate, unless designated expressly as being binding terms.

4. DAS reserves all proprietary rights and copyrights for cost estimates, drawings, and other documents; such records shall not be disclosed to third parties without prior written approval by DAS. Drawings and other documents forming part of offers submitted by DAS shall be returned to DAS immediately if the relevant order is not placed with DAS.

5. Purchaser warrants and represents that it has obtained all governmental approvals and/or permits, if any, required for performance of the Services. Purchaser furthermore warrants and represents that it will only use the Services in accordance with any applicable governmental rules or regulations, and with any required governmental approvals and/or permits. In case governmental decisions and imposed regulations involve increases in services, DAS shall be entitled to a reasonable extra-price.

Prices and Payment

6. Any travel, transportation and insurance costs required in connection with performance of the Services remain at the Purchaser's charge, unless otherwise agreed in writing. The cost of any special handling caused by the Purchaser's requirements or requests shall increase the applicable price.

7. DAS's prices are exclusive of any present or future sales, revenue, use or excise tax, duties or similar charges, all of which shall be paid by Purchaser, and shall be added to the purchase price unless Purchaser provides to DAS appropriate certification of exemption.

8. Unless agreed otherwise in writing, payment shall be made to DAS's bank account registered at DAS's business address in Ireland without any deduction or set off, and prior to commencement of the Services. Amounts not paid when due will bear legal interest at the applicable rate.

9. In case changes in cost factors arise until delivery DAS has the right to make price adjustments as well as adjustments in mutually agreed interest rates to suit changing monetary market conditions.

10. DAS reserves the right to request a non-refundable down-payment. Such down-payment shall be paid immediately by the Purchaser upon receipt of the corresponding down-payment request from the Seller. Once received, the down-payment shall constitute an instalment in respect of the total price of the Products and Services ordered and shall be deducted from the invoice for such Products and Services

Term of Performance

11. The term of performance is indicative and shall commence on the performance date mentioned in DAS's order confirmation, unless agreed otherwise, but not prior to furnishing and clarifying documents, permits, release to be procured or delivered and/or effected by Purchaser, and not prior to receipt of an agreed down payment. If Purchaser fails to fulfil these obligations in due time or if Purchaser wishes modifications to be made to the scope of delivery of Services, the term of performance shall be extended accordingly.

12. The term of performance shall be deemed met if DAS's readiness to perform has been duly advised and notified.

13. The term of performance by DAS shall be extended reasonably in the event of force majeure as defined in these GTC, and in the event of other unforeseeable or unusual circumstances, such as: factory disturbances, strike, lock-out, governmental interventions, difficulties in supply of energy. This provision shall also take effect if said circumstances occur with suppliers or agents of DAS. If said circumstances make it impossible or unreasonable for DAS to perform services either partly or wholly, DAS shall be released from its obligation to perform. In the case of any delay outside of DAS's responsibility and control, or at the Purchaser's request, each additional day will be charged out at a delay fee per day after the initial day of inspection.

Delivery

14. All Services sold to the Purchaser are delivered ex works Swords, Co. Dublin, Ireland, unless agreed otherwise in writing. Therefore, DAS's commitment for performance is fully executed by the disposal of the Services to the Purchaser. DAS will notify Purchaser of readiness to perform the Services.

Acceptance

15. The Services shall be deemed accepted upon delivery unless agreed otherwise.

Claims

16. Purchaser shall have three (3) days from the performance date to notify DAS in writing of any non-conformity or errors, within said term. After expiration of this three (3) day period the Purchaser shall be deemed to have irrevocably accepted the Services insofar as these were not already accepted. After such acceptance the Purchaser shall not have the right to contest the Services or to revoke acceptance, nor to file any claim based on such defects or non-conformity. The Purchaser agrees that such three (3) days period is a reasonable period of time for notification of non-conformity or errors.

17. Any claims made by the Purchaser do not relieve the Purchaser from its obligation to pay for the corresponding Services.

Cancellation and postponement of order

18. Any cancellation, modification or postponement of Purchaser's order is subject to DAS's prior written approval.

Warranty

19. DAS makes no warranty of any kind whatsoever, expressed or implied, in relation to the Services delivered.

Liability

20. DAS excludes any liability for direct damages caused by DAS or DAS's directors, officers, agents and employees, with the exception of direct damages caused by wilful misconduct or gross negligence of DAS or DAS's directors, officers, agents and employees. DAS in no event is liable for any indirect or consequential damages of any kind and sustained from any cause. In no event shall DAS be liable to Purchaser in an amount exceeding the purchase price of the subject Services. Any lawsuit by Purchaser against DAS shall be filed within twelve months from the date of delivery of the subject Services, failing which the right to file such lawsuit will expire.

Indemnification

21. The Purchaser shall, except in the case of wilful misconduct and/or gross negligence of DAS or its directors, officers, agents and employees, be solely liable for and shall defend, indemnify and hold harmless DAS and its directors, officers, agents and employees, from and

against all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and attorney fees) for injury to or death of any person (excluding the directors, officers, agents or employees of DAS) and/or for loss of and/or damage to any property (including the aircraft in connection with which the Services are provided) and/or for loss of use thereof arising out of, caused by or in any way connected with any Services.

Force Majeure

22. DAS shall not be liable for, nor be deemed in default by reason of, any failure or delay in such performance where such delay or failure is caused in whole or in part by any act of God or the public enemy, regulations or order of any government agency, war, riot, strike, or civil commotion, embargo, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, pandemic, or other causes beyond the reasonable control of DAS.

Miscellaneous

23. Purchaser shall not be permitted to transfer rights and duties arising under its agreement with DAS to third parties without DAS's prior written consent.

24. Taxes, duties and levies, that come up in connection with the fulfilment of the agreement with DAS, are payable by Purchaser.

25. The laws of Ireland will govern the contractual relationship between DAS and Purchaser. Applicability of the UN Convention of 11 April 1980 on the International Sale of Goods is expressly excluded. The competent court in Dublin will have exclusive jurisdiction over any and all disputes arising from such contractual relationship.

26. The agreement with DAS and these GTC shall remain binding and effective in their other parts even if individual provisions thereof are ineffective.

27. No modification or addendum to the agreement with DAS or these GTC shall be valid unless made in writing and signed by the parties thereto. No agreement or arrangement by email shall be valid and binding on DAS without express written confirmation of agreement by DAS. Such written agreement shall be confirmed by e-mail, normal mail, registered mail or courier only.