

General Terms and Conditions of Airworthiness and Maintenance effective from 16_06_2021

1. GENERAL TERMS

- These General Terms and Conditions of Airworthiness and Maintenance (hereinafter – the “General Terms”) shall constitute an inseparable part of SilkAero Proposal, Quotation or any other similar document, as applicable, and Customer’s Purchase Order (hereinafter – the “Proposal”). Acceptance of the Order by the Customer shall be treated as acceptance of these General Terms. Customer’s Standard Contract Terms and Conditions are not applicable. Deviations from these General Terms need to be agreed in writing. These General Terms apply to all aircraft airworthiness, engineering and maintenance (hereinafter – the “Services”) provided by SilkAero until the respective agreement for the provision of Services is executed between the Parties.
- Customer shall supply SilkAero in advance with current (updated) aircraft documentation required for Service performance.
- The Customer warrants that at the date of the input of the aircraft to SilkAero / its subcontractor’s facility it will have obtained any relevant authorizations required from the appropriate authority to allow SilkAero / its subcontractor to perform the Services and shall provide copy of such authorization.
- The Customer shall grant / make the aircraft possessor and/or the owner grant SilkAero’s personnel unrestricted access (either remote or direct) to the aircraft and records/documentations in a timely manner. The Customer is responsible for acquiring (and for negotiation of the terms for such acquisition) all necessary permits such as, inter alia, permissions allowing taking pictures of the aircraft or entry into the airport premises.
- SilkAero shall have the right to sub-contract any or all of the Services provided it obtains the Customer’s consent, which consent shall not be unreasonably withheld, as a result of SilkAero lack of capability or capacity.
- The performance by SilkAero of the Services shall not constitute in any way for Customer a transfer of title or any right of use, of all or part of the Intellectual Property Rights owned by SilkAero or licensed to SilkAero by any third party. Should the performance of the Services by SilkAero result in the creation and development of any Intellectual Property Right, SilkAero shall be the sole owner and shall have full title and interest in such right upon its creation, including all rights relating to such Intellectual Property Right.
- SilkAero reserves the right to change, modify, add or remove these General Terms at any time without prior notice.

2. COMMERCIAL TERMS

- Prices for the Services shall be specified in the Proposal and Invoice.
- All rates prescribed in the Proposal do not include VAT (if such applies). In addition to the price for the Services, the Customer shall pay any taxes (including value added taxes, excise, import and export duties and etc.), any levies and any other fees related to the Proposal (including withholding taxes). All payments to be made by the Customer hereunder shall be made without set off or counterclaim, free and clear of and without deduction for or on account of any present or future taxes, charges, levies, imposts, duties or Withholdings (hereinafter – the “Withholding”). If the Customer is compelled by law to make a Withholding the Customer will ensure that the deduction does not exceed the minimum legal liability therefore and the Customer shall pay to SilkAero such additional amounts as may be necessary to ensure that SilkAero receives a net amount equal to the full amount that would have been received had the payment not been made subject to such Withholding. SilkAero shall not be liable for any VAT or any taxes, duties or similar charges which arise in any jurisdiction other than Greece and these will be covered by the Customer. Should any taxes be levied by any government or any tax authority against any payment by Customer to SilkAero under the Proposal, and should SilkAero not actually receive on due time a net amount equal



to the full amount provided for under the Proposal, Customer shall pay all necessary additional amounts to ensure receipt by SilkAero of the full amount so provided.

- All payments in connection with the Proposal shall be made in currency specified in the Invoice to the bank account specified in the Invoice. Any fees charged by a bank in connection with the transfer of funds from Customer to SilkAero will be borne by Customer.
- If payment terms were not individually agreed, Customer shall be obliged to make payment within 10 calendar days from the issuance date of the copy of the Invoice. Copies of invoices shall be sent to the Customer via email.
- Customer shall notify to SilkAero any disputed amount within fifteen (15) Days from the invoice issuance date, accompanied with all relevant justifications. Customer shall not withhold the payment of any amount of any invoice nor shall Customer set off any amount against invoices. After settlement of the dispute, the eventual adjustment of the invoice (and late payment charge) will be made.
- All invoices shall become due and payable immediately upon the occurrence of a breach by Customer to perform its obligations as agreed under the Proposal. In case of repeated late payments, SilkAero reserves its right to request other payment terms to Customer (such as but not limited to letter of credit or cash before delivery), or to immediately terminate without legal notice the Proposal or any part thereof without prejudice to any other rights that SilkAero may have under the Proposal or at law.
- Any amount overdue for payment by the Customer shall incur a monthly simple interest charge of 3% (three per cents) until actual payment is received in cleared funds. Interest shall be immediately payable on demand.
- In the event that any sum is not paid by the Customer as provided for under the Proposal then SilkAero shall be entitled on 24 (twenty-four) hours' notice to suspend further performance of the services until all outstanding amounts have been received by SilkAero in cleared funds and the time for performance of such services shall, at SilkAero option, either be extended by a period equal to the duration of the suspension plus 24 (twenty four) hours or shall be re-scheduled.
- The Price excludes daily allowance, lodging in the hotel, visa costs, travel expenses, and other Services related communication expenses and shall be borne by the Customer when Services are performed outside of the SilkAero facility.
- In case payments are due under one or more invoices, SilkAero shall be entitled at its own discretion to set off any amounts paid by Customer against any outstanding invoices due under any agreement between the Parties without regards to the actual purpose of the payment (reference) indicated by Customer at the time when the payment (transaction) was made. Such set-off shall be without prejudice to any other rights that SilkAero may have under the Proposal or at law.

3. LIABILITY

- SilkAero, its personnel and its subcontractors shall not be liable for any damage to, or loss of, property of Customer including the aircraft, or injury or death or any other damage directly or indirectly caused to Customer's directors, officers, employees, agents, servants or third Parties during or after, due to, or in connection with, or in consequence of the performance or non-performance of the Proposal (including third parties' claims), unless caused by willful misconduct or gross negligence of SilkAero or its Subcontractors, and Customer shall indemnify and hold harmless SilkAero, its directors, officers, employees, agents, servants and Subcontractors against any and all such claims including costs and expenses incident thereto.
- Notwithstanding any other clause, SilkAero shall never be liable and Customer hereby waives, releases and renounces all rights and claims against SilkAero to the fullest extent permitted by law for any special, incidental,





consequential, punitive or indirect losses or damages of any kind whatsoever (including without limitation loss of use, revenue or profit, loss of prospective economic advantage, loss of customers, loss of data, costs incurred as a result of the lease of a spare aircraft or Item or other costs resulting from the unavailability of an aircraft or Item, accommodation and compensation of passengers, or immaterial damage), for any reason whether arising in contract (including warranty) or otherwise.

- SilkAero total liability for any and all demands or claims, for any damages connected with, or resulting from the performance of any Service will not exceed the price allocable to the Service which gave rise to such demand or claim.
- SilkAero and Customer are fully aware and agree to SilkAero liability limitation and acknowledge that prices and rates for services specified in the Proposal have been calculated, inter alia by specific reference to the exclusions and liability limitations.

4. INSURANCE

- Throughout the duration of the Proposal (and for 2 years thereafter) Customer shall procure and maintain and will provide SilkAero with a certificate of the following insurances in respect of the Aircraft: Hull All Risk insurance in respect of the aircraft; Hull War Risks insurance in respect of the aircraft, Passenger and Passenger Baggage Legal Liability, Cargo and Mail Legal Liability, aircraft third Party Legal Liability and Comprehensive General Third Party Legal Liability, All Risks insurance. The insurance referred above will include the following provisions where applicable: (i) SilkAero, its directors, officers, employees, servants, agents and Sub-contractors will be included as additional assured under all required liability insurance; (ii) waiver of Underwriter's rights of subrogation against SilkAero, its directors, officers, employees, agents, servants and subcontractors under all required Hull / Hull war insurance; (iii) provide that in the interests of the additional assured, the insurance will not be invalidated by any action or inaction of the Customer regardless of any breach or violation of any warranty of the policy; (iv) include a severability of interests section under the liability coverage, which provides that the insurance shall operate to give each Insured the same protection as if there were a separate policy, issued to each Insured.
- The Customer will, at least 3 (three) days prior to the commencement of the Services and from time to time as SilkAero may reasonably request, furnish to SilkAero certificates of insurance evidencing that the forgoing insurances are in full force and effect. Failure by the Customer to evidence the certificates of insurance or include necessary provisions required by this Clause shall not relieve the Customer of the insurance requirements set forth and/or in any way relieve or limit its obligations and liabilities under any other provision of the Proposal.

5. EXCUSABLE DELAYS

- The Parties agree that it will be deemed not to be SilkAero's fault and SilkAero will not be held liable if such Turnaround Times, performance dates or other agreed upon time limits are not met for reasons such as but not limited to: (i) force majeure, including but not limited to acts of the public enemy; war, insurrections or riots; fires; floods; explosions; earthquakes; serious accidents; epidemics or quarantine; any act of government or governmental authority; strikes or labour troubles causing cessation, slowdown or interruption of work; general hindrance in transportation; (ii) major defects on airframe, systems, Engines or Components which were unforeseen and which could not have been expected and which have an impact on the Services to be performed; (iii) an aircraft, material, documentation, insurance certificates or securities to be supplied by Customer not being available or being supplied late or Customer not accepting suitable material offered by SilkAero; (iv) material ordered in a timely manner from Suppliers not being delivered to SilkAero on time or not being delivered at all; (v) Customer withholding or delaying its consent where such consent is required under the terms of the Proposal; (vi) delays or failure of Customer to





comply with the payment terms; (vii) additional tasks which were not part of the contracted work scope being carried out by SilkAero upon Customer's request; (viii) SilkAero rightfully stopping or refusing the performance of Services; (ix) the period required to receive information/instructions from the OEM or any other relevant authorities.

- If SilkAero is prevented by Excusable Delay from timely performance of any of its obligations hereunder, the time for performance will be extended by a period of business days equal to the time lost by reason of such delay.

6. EVENT OF DEFAULT

- The occurrence of any of the following will constitute an Event of Default and material breach of the Proposal: (i) Party fails to make any payment due hereunder in the manner and by the date provided herein and fails to make such payment within twenty (20) Business Days after such payment is due; (ii) fails to make any payment due under any other agreement between the Parties or otherwise; (iii) Party (a) suspends payment on its debts or other obligations, (b) is unable to or admits its inability to pay its debts or other obligations as they fall due, (c) is adjudicated or becomes bankrupt or insolvent, or (d) proposes or enters into any composition or other arrangement for the benefit of its creditors generally; (iv) any proceedings, resolutions, filings or other steps are instituted or threatened with respect to the Party relating to the bankruptcy, liquidation, reorganization or protection from creditors of the Party or a substantial part of the Party's property; (v) any changes in the export control laws and regulations (under such jurisdiction as, inter alia, the United Nations, the European Union, the United States of America or Greece) occur, which might have a direct or indirect effect on the performance hereunder, including Customer or any person or entity that owns or controls the Customer, whether directly or indirectly, being identified as: (a) a citizen or national of, or a person or entity in a country subject to U.S. embargoes; (b) a person or entity identified on any U.S. Government list or order restricting transactions between U.S. persons and that person or entity, including without limitation the U.S. Treasury Specially Designated Nationals List ("SDN"), and the lists, orders, and identified in 15 C.F.R. Part 736 and 15 C.F.R. Part 744; (vi) if the Customer fails to comply with the covenants, requirements, representations or warranties set forth in Clause 10.
- In the Event of default by the Customer, SilkAero may, upon written notice to the Customer, (1) suspend its performance in whole or in part, (2) terminate the Proposal and/or (3) declare all sums owing to SilkAero immediately due and payable. Exercise of any of the foregoing remedies by SilkAero shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to SilkAero under the applicable law.

7. PERSONAL DATA PROCESSING

- Customer, as well as persons indicated in this clause of the General Terms themselves have presented or will present to SilkAero's personal data of Customer's and its employees and/or representatives, other persons indicated in this clause of the General Terms (e. g. (a) identification data: name, surname, personal identification number, identity document number, image, and etc.; (b) contact details: address, telephone number, e-mail address, and etc.; (c) details of Customer's licenses, qualification, education, work experience, trainings, abilities; (d) financial data: bank name, operating account number; (e) e-mail correspondence, as well as any other information, which may be necessary in conclusion, performance and administration of the Agreement) under the Agreement, in performance of the Agreement or in connection with it. Customer must ensure that personal data of the Customer and its employees and/or representatives presented to Silkaero under the Agreement or for its performance and in connection with it, is collected and processed lawfully, is accurate, full and adequate.
- SilkAero shall also have the right to additionally collect data about the Customer and its managers, representatives and other persons indicated in this clause of the General Terms, which data was made public by the



Customer and its representatives (in registers, websites, public databases, etc.) and process it and use it otherwise for the purposes, on the grounds, under the terms, conditions and procedure set forth herein.

- SilkAero shall have the right to accumulate, share, analyse and systemise personal data indicated in this clause in its information systems, contact information base, CRM base, other databases, systems, programs to the extent necessary for the purposes indicated in this clause hereof below.
- SilkAero shall process personal data indicated in this clause for the following purposes and on corresponding legal grounds: (a) for conclusion, performance, administration, support of this Agreement; (b) for creation, development, improvement of business and related legal interest of SilkAero or its employees, representatives, improvement of activities performed, services provided under the Agreement and their quality; (c) for defending itself from statements of claims or other demands, for exercise of rights of SilkAero and its employees, representatives; (d) for fulfilment of obligations imposed on SilkAero and its employees, representatives by applicable legal acts; (e) for direct marketing services;
- SilkAero shall protect personal data indicated in this clause herein above throughout the effective term of the Agreement, also after its end – as long as necessary in order to defend itself from statements of claims or other demands, in exercise of SilkAero’s rights, also in fulfilment of obligations imposed on SilkAero or its employees, representatives by applicable legal acts, also to the extent necessary for the purposes of backup copies, business continuity purposes, unless the Customer consents to longer retention of personal data.
- Personal data indicated in this clause herein above can be presented to the following data recipients: SilkAero’s subsidiaries; public authorities by request of these bodies or in other cases stipulated in regulations; Civil Aviation Administrations of other countries, including those beyond the European Economic Area, during audits; companies providing services of data centres, brand hosting, cloud computing, website administration and related services; companies providing advertising, marketing services; companies that create, provide, support and develop software; companies providing information technologies infrastructure services; companies providing communication services; consulting companies; companies that carry out internet browsing analysis and analysis of activities on the Internet and provide related services; airports if a permission for access to the territory is necessary; insurance companies, if required; hotels in order to provide accommodation services, if required.
- Personal data indicated in this clause herein above may be presented for the Agreement performance and related purposes to partners, suppliers, other data recipients (including related companies), established and/or carrying on activities outside the European Economic Area. In non-EEA countries personal data can be subject to less strict personal data protection than in the EEA countries. SilkAero shall ensure that personal data will be transferred only if there is a sufficient basis for this under the GDPR and other applicable legal acts – such data transfer may be necessary for conclusion and performance of this Agreement (Article 49(1)(b) of the GDPR), it may also be based on other grounds, conditions and exceptions listed in Articles 46 – 49 of the GDPR. SilkAero shall take reasonable measures in order that data processors and recipients would process received data in accordance with the GDPR and other mandatory legal requirements (among other things, if necessary, SilkAero shall make a data transfer agreement in accordance with the standard data protection terms approved by the European Commission).
- Customer must properly inform and receive written approval of all natural persons (its employees, agents, subcontractors’ employees or other representatives, other persons), whom it involves for performance of the Agreement, also whose data it discloses for performance of the Agreement and whose data it transfers to SilkAero, about transfer of their personal data to SilkAero about processing of their data on the grounds, under terms, procedure and terms set herein. The said persons must be informed before transfer of their data to SilkAero. The presented information should, inter alia, include the identity and contact information of SilkAero, as the data controller, personal data processing purposes, personal data categories, legal basis for processing, retention period,

data recipients, including those outside the EEA, and rights one has under the General Data Protection Regulation (EU) 2016/679.

- Customer confirms that it is informed that SilkAero will use personal data indicated in this clause herein for sending newsletters, offers, invitations, notifications and information of other types, which is justifiable and lawful according to applicable legal acts. Customer may refuse such use of contact data at the time of conclusion of the Agreement and at any time thereafter, stating its objection by e-mail info@silkaero.com.
- Taking into account restrictions imposed by legal acts, natural persons indicated in this clause of the General Terms have the following rights in connection with their personal data processing: to get access to processed personal data; to demand correction of incorrect, inaccurate or incomplete data; to withdraw at any time their consent to personal data processing; to object to personal data processing, when that is done on the basis of a lawful interest and in other cases provided for in the General Data Protection Regulation (EU) 2016/679; to demand deletion of personal data or restriction of its processing; to request transfer of personal data to another data controller or its direct presentation to SilkAero in a convenient form; when data is processed in breach of requirements of legal acts, Customer contacts SilkAero immediately using the contacts specified below. Customer in order to exercise the rights specified above or has other questions related to processing of personal data, contacts SilkAero data protection officer or a responsible person by e-mail: info@silkaero.com.
- The provisions of this clause of the General Terms mutatis mutandis shall also apply to the Customer according to the principle of reciprocity if and to the extent SilkAero transfers relevant data of its employees and representatives to the Customer for the purposes of performance of this Agreement and related purposes.

8. GOVERNING LAW AND DISPUTE RESOLUTION

- Proposal is executed and will be interpreted according to laws of Greece.
- Any dispute or difference arising between the Parties hereto as to the construction of the Proposal or any other matter or thing arising hereunder or in connection therewith shall in the first instance be settled by the Parties in good faith through friendly negotiations. Failing such settlement, the Courts of Greece shall settle such disputes in accordance with Greek law.

9. INTERNATIONAL TRADE REGULATIONS

- The Customer represents, acknowledges, warrants and undertakes that:

Compliance with Laws and Regulations

- The Customer shall at its own expense, comply with all laws, ordinances, rules and regulations (including without limitation, the 10 principles of UN Global Compact and 4 fundamental principles of International Labour Organisation (ILO) and other pertaining to health, sanitation, fair trade or consumer protection), obtain all licenses, approvals and permits required by, and pay all taxes, fees, charges, and assessments imposed or enacted by, any governmental authority and Customer shall not take any action which will cause the SilkAero to be in violation of any law, regulation or ethical standard of any applicable jurisdiction. Further, Customer will not at any time, directly or through an intermediary violate any applicable laws or regulations.

Sanctions

- Neither the Customer nor any of its directors, officers, employees, contract workers, assigned personnel, subsidiaries nor, to the best of the knowledge of the Customer, any agent, subcontractor, supplier or affiliate or other person associated with or acting on behalf of the Customer is an individual or entity (hereinafter collectively –



the “Person”) that is, or is owned or controlled by the Persons that are: (i) currently the subject or the target of any sanctions administered or enforced by the United States of America, the United Nations, the European Union, Greece or any governmental or regulatory authority, institution or agency of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or the U.S. Department of State (including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council, the European Union, Greece or other relevant sanctions authority (hereinafter collectively, the “Sanctions”), or (ii) located, organised, operating or resident in a country, region or territory that is, or whose government is, the subject or the target of Sanctions, including, without limitation, currently Crimea, Cuba, Iran, North Korea, Sudan and Syria (hereinafter each, a “Sanctioned Country”).

- From its date of incorporation, the Customer has not knowingly engaged in, is not now knowingly engaged in, nor will engage in, any dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or in any Sanctioned Country.

Anti-bribery and Corruption Policies

- On a continuous basis that the Customer and the Person that may be involved in the execution and/or the performance of the Agreement shall comply with the ABC Legislation and that neither the Customer nor the Person that may be involved in the execution and/or the performance of the Agreement has violated or is in violation of the ABC Legislation. The Customer maintains at all times adequate systems, controls and procedures to prevent it and its directors, officers, agents, employees, contract workers, subsidiaries, subcontractors or suppliers and any other persons associated with it from engaging in bribery or making other unlawful payments prohibited under the applicable law. Neither the Customer nor the Person that may be involved in the execution and/or the performance of the Agreement has (either directly or indirectly) made, offered, promised, paid, received, requested or agreed to receive a bribe or other unlawful payment nor offered, promised or given any financial or other advantage to a foreign or domestic public official (or to a third party at the request or acquiescence of the foreign public official) in an attempt to influence them in their capacity as a foreign public or domestic official to obtain or retain business, or to obtain an advantage in the conduct of business, where such offer, promise or payment is not permitted under applicable laws. Moreover, neither the Customer nor the Person that may be involved in the execution and/or the performance of the Agreement has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, made any direct or indirect unlawful payment to any employee from corporate funds, or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment prohibited under any applicable law or regulation.

- “ABC Legislation” means (a) in respect to the Customer and each Person, any legislation enacted in the country in which it is incorporated or carries out business, or in any other jurisdiction where the Agreement is performed, to enforce or implement either the United Nations Convention against Corruption (being the subject of General Resolution 58/4 of 31 October 2003 of the General Assembly of the United Nations) or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions adopted on 21 November 1997; b) the Common Industry Standards of the Defence Industries Association of Europe; and c) any other applicable rules and regulation in relation to anti-corruption, as amended.





Money Laundering

- The operations of the Customer are and have been conducted at all times in compliance with all applicable financial record keeping and reporting requirements and money laundering statutes of all jurisdictions in which the Customer conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (hereinafter collectively, the “Customer Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Customer with respect to the Customer Money Laundering Laws is pending or, to the best of the Customer’s knowledge, threatened or contemplated.
- Customer will notify SilkAero of any change in ownership structure (including ultimate beneficial owner) and in any change of information provided in “Know Your Customer” form as soon as possible. Moreover, upon SilkAero’s request the Customer shall provide any and all assistance and information or documents (including information regarding ownership structure and ultimate beneficial owner) necessary for SilkAero to update and verify Customer’s information provided in the “Know Your Customer” form.
- Customer will immediately notify SilkAero in writing of any failure to comply with the covenants, requirements, representations or warranties set forth in this Clause.
- The Customer shall indemnify and hold SilkAero harmless from and against any losses, damages, fees, tax payment or monetary sanctions imposed as a result of the Customer’s misrepresentation and/or failure to comply with the covenants, requirements, representations or warranties set forth in this Clause.

