



VALLAIR SOLUTIONS GENERAL TERMS & CONDITIONS OF PURCHASE OF SERVICES

This GENERAL TERMS AGREEMENT is made and entered into as of this [●], 2019 between:

VALLAIR SOLUTIONS SARL, a company incorporated under the laws of Grand Duchy of Luxembourg, having its registered offices at **International Airport of Luxembourg, EBBC Bloc B, Route de Treves, L-2633 Senningerberg, Grand Duchy of Luxembourg** (hereinafter referred to as "VALLAIR")

and

[●], a company incorporated under the Laws of [●], having its registered offices at [●] (hereinafter referred to as the "Contractor")

WHEREAS the Contractor is a company in the business of aircraft-related technical services such as, but not limited to, the Maintenance of aircraft engines and is duly authorized and certified in accordance with the FAA Part-145 & EASA requirements and/or aviation requirements of certain other authorities; and

WHEREAS VALLAIR wishes to have certain aircraft-related Services performed by the Contractor in accordance with such standards and experience; and

WHEREAS the Contractor wishes to perform such Services for VALLAIR in accordance with the Contractor quality standards and experience.

NOW, THEREFORE, VALLAIR and the Contractor agree upon the following:

Article 1. Scope of agreement

The Agreement sets forth the general terms of the contractual relationship between the Contractor and VALLAIR and the provisions contained herein shall apply to any Proposal, including all Annexes to this Agreement.

The Services to be provided by the Contractor are defined and specified in the Proposal of the Contractor. They shall be performed under applicable aviation Authority approvals or the applicable aviation Authority approvals of the Contractor's Subcontractors and OEM's recommendations.

During the Term of this Agreement, in the event VALLAIR has a requirement for services on additional Aircraft/Components, VALLAIR, in its sole discretion, may consider using the Contractor to complete such services.

Article 2. Definitions & abbreviations

The following terms, expressions and abbreviations shall have the following meanings:

Agreement shall mean the General Terms Agreement, in effect at the time of the Effective Date, including all its annexes and Proposals, executed by the Parties, and any future amendment duly signed by the Parties.





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Aircraft	shall mean VALLAIR's aircraft as described in the Annex 4, including the airframe, engines, landing gears and Components, apparatus, assembly, accessories attached thereto, temporarily detached there from, incorporated in, or installed on such aircraft at the time of Delivery to the Contractor.
AAR	shall mean any mandatory aviation Authority requirement, including, but not limited to FAA airworthiness directives, and EASA airworthiness directives.
ATA 300	shall mean Air Transport Association specification 300.
Authority	shall mean either the approving authority of VALLAIR or the approving authority of the Contractor, and any such other equivalent national aviation authority as agreed to in writing by the Contractor and VALLAIR and identified in the Workscope, under the jurisdiction of which Services are performed pursuant to this Agreement.
Business Day	shall mean a day from Monday to Friday except public holidays in the state of the Contractor.
Component	shall mean all parts serialized for which authorized repair procedures exist.
Consumables	shall mean semi-finished products such as metal or plastic sheets or profiles, etc., fluids such as cleaning agents, pickling agents, primers, paints, etc. for surface treatment, adhesives, additional material for welding or plasma jet welding or other material or additives such as lubricants or fuels that are used for Maintenance or operation of aircraft or Components.
CRS	shall mean Certificate of Release to Service with FAA Form 8130.3 with EASA Dual Release.
Day	shall mean one (1) calendar day.
Delivery	shall mean the act by which VALLAIR delivers, or causes to be delivered, the Aircraft and/or the Parts to the Contractor for the Services described in the Workscope as evidenced by the Delivery and Acceptance Receipt(s).
EASA	shall mean European Aviation Safety Agency.
Material	shall mean all components and supplies, used or consumed only once in connection with the Services performed by the Contractor, that are identified by a standard or other specification in the maintenance documentation but not serialized.
OEM	shall mean Original equipment manufacturer.
Proposal	shall mean any commercial offer made by the Contractor to VALLAIR for the completion of Services.
Redelivery	shall mean the act by which the Contractor redelivers, or causes to redeliver, the Aircraft and/or the Parts to VALLAIR and VALLAIR accepts such Aircraft and/or such Parts upon completion by the Contractor of the Services, as evidenced by the Redelivery and Acceptance Receipt (s).
Services	shall mean the work to be performed by the Contractor as agreed in the Proposals.



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Subcontractor	shall mean any person, legal or natural, other than employees of the Contractor, engaged by the Contractor to support the Contractor in the performance of its obligations under this Agreement.
Supplier	shall mean any person, legal or natural, supplying Material to a Party, the manufacturing of which is not such Party's own contractual obligation vis-à-vis the other Party under this Agreement, e.g. off-the-shelf-parts or OEM parts and documentation.
TAT	shall mean Turnaround Time, i.e. the period of time between scheduled Delivery and Redelivery, unless expressly otherwise stated in a Proposal.
VAT	shall mean sales tax or value added tax on any goods and services, sales or turnover tax, taxes on the importation of goods, customs duties, imposition or levy of a like nature including, without limitation, or value added tax payable.
Workscope	shall mean the list of tasks to be performed by the Contractor pursuant to the General Terms Agreement.

Article 3. Cooperation between the parties & responsibilities towards third parties

3.1 Liaisons and representation of VALLAIR

Each Party shall nominate no less than one (1) person to ensure effective and timely communications between VALLAIR and the Contractor.

During the performance of the Services, VALLAIR can, at its own costs and expenses, appoint and maintain a Representative to be based on the Site.

The Contractor shall grant VALLAIR Representative with unrestricted access to the relevant areas of the Site and offices during Contractor's normal working hours. VALLAIR undertakes that its Representative shall comply with all updated safety and security regulations in force at the Site and which shall be expressly communicated to VALLAIR and its Representative on the day the latter's appointment.

VALLAIR Representative will be the only technical contact between the Contractor and VALLAIR, he/she shall assist and advise the Contractor and shall be the only authorized person to inspect and approve the Services performed. Contractor shall provide VALLAIR Representative on a regular basis with check planning chart, check progression, defects found and progress, kits needed from VALLAIR and additional costs.

3.2 Responsibility towards third parties

In relation to Authorities and other government agencies, the Contractor is performing the Services for and on behalf of VALLAIR, the Contractor shall remain legally responsible towards such government agencies and the Authority of the country of aircraft registry.

The Contractor shall grant VALLAIR access to any and all necessary information concerning the Contractor's compliance with EASA-requirements and FAA requirements as applicable in order for VALLAIR to exercise its airworthiness responsibility.





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For the avoidance of doubt this Agreement does not affect the contractual relationship between VALLAIR and third parties. VALLAIR shall remain the prime contractor in relation to the Aircraft and Components manufacturers or to the lessor, if applicable, of the Aircraft and Components.

3.3 Work requirements

VALLAIR shall provide to the Contractor the required Workscope no later than on the date specified in the Proposal and ensure that the Workscope reflects the current status of each respective Aircraft or Component.

If VALLAIR does not provide the Workscope on time or if such Workscope does not reflect the current status of the respective Engine or Component, the Contractor may put the Engine or Component on hold and such work stoppage will cause the TAT to be adjusted.

Article 4. Subcontracting

The Contractor may subcontract Services to any other FAA/EASA approved Maintenance facility with VALLAIR's prior written consent, which shall not be unreasonably withheld. Upon request by VALLAIR, the Contractor shall inform VALLAIR about any engagement of a Subcontractor and shall supply VALLAIR with appropriate information about the Subcontractor.

The Contractor shall provide its list of vendors to VALLAIR for approval, as well any other changes to the vendor list, on a timely basis to obtain VALLAIR's advance consent. VALLAIR will acknowledge receipt of this list and will advise the Contractor of any objection to use the Services of a Vendor named on the list within fifteen (15) calendar days after receipt of the list.

The engagement of a Subcontractor shall not affect the Contractor's obligations vis-à-vis VALLAIR under this Agreement.

Article 5. TAT & performance dates

The Parties have agreed on such TAT or other performance dates and time limits as are described in the Proposals to this Agreement.

In case of delay in the Redelivery of the Aircraft, the Contractor shall pay to VALLAIR an indemnity equal to 0.5% of the overall prices for the Services. Such indemnity shall be limited to a maximum amount representing 15% of the overall price for the Services.

The Parties agree that it shall be deemed not to be the Contractor's fault and the Contractor shall not be held liable if such Turnaround Times, performance dates or other agreed upon time limits are not met for reasons beyond the Contractor's reasonable control due to:

- 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, external strikes or labour troubles causing cessation, slowdown or interruption of work, general hindrance in transportation;
- 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;





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- An Aircraft or Material documentation (including, but not limited to Workscope), insurance certificates or securities to be supplied by VALLAIR not being available on time or not being suitable for the Services;
- VALLAIR unreasonably withholding or delaying its consent where such consent is required under the terms of this Agreement;
- Additional tasks which were not part of the initially contracted work scope being carried out by the Contractor upon VALLAIR's request, unless expressly agreed otherwise.

Article 6. Prices & price adjustment

The applicable prices for the Services and Material are specified in the Proposals to this Agreement.

In addition to the price for the Services, VALLAIR shall, upon presentation of Contractor's justification, pay any taxes (including, if applicable, sales, use or value added taxes), duties, fees, charges, imposts, tariffs or assessments of any nature (but excluding any tax in respect of or imposed by reference to the Contractor's income, gains or corporation tax), assessed or levied in connection with the Contractor's performance under this Agreement. VALLAIR remains liable for any shortfall to the amount owed resulting from such taxes.

If a claim is made against the Contractor for any such tax, in connection with the Services, the Contractor shall immediately notify VALLAIR. Except under protest, the Contractor shall refrain from paying any such taxes until obtaining VALLAIR's written consent and, if payment is made, the Contractor shall use all reasonable efforts to obtain a refund thereof. If all or any part of any such taxes is refunded, the Contractor shall repay to VALLAIR such part thereof as he shall have paid. The Contractor agrees that it shall make all reasonable efforts to mitigate and minimize the liability of VALLAIR.

Article 7. Payment terms

7.1 Payment schedule

VALLAIR shall pay the amount set forth in any Proposal within forty-five (45) Business Days from the date of Redelivery.

The Contractor may deviate from the Proposal and shall be entitled to update and adjust the budgetary Proposal with VALLAIR's consent taking into account the Services actually provided.

Any other charges calculated on a monthly basis shall be payable fifteen (15) Business Days from the date of invoice. For all other cases and unless otherwise agreed in writing, payment shall be made thirty (30) business days from the date of invoicing.

7.2 Invoicing

The Contractor shall issue a detailed invoice for the Services at Redelivery and VALLAIR shall pay within forty-five (45) Business Days from receipt of the Contractor's invoice. The Contractor shall be entitled to dispatch all invoices to VALLAIR electronically by e-mail. The e-mail shall contain the invoice as well as related documentation, if any, and shall fully substitute for a hard copy invoice.





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The Contractor may issue a supplementary invoice for any actually performed Services performed after invoicing and not included in the aforementioned invoice. This supplementary invoice shall be issued within thirty (30) Days after Redelivery and shall be paid within forty-five (45) Business Days from the date receipt of the supplementary invoice.

In the event of delayed invoicing by the Contractor, VALLAIR's payment obligations shall be abated such that they accrue solely from the date of VALLAIR's receipt of such delayed invoice and not before.

7.3 Banking details

Payments by bank wire transfer to the Contractor shall be made in U.S. Dollars to:

Bank: [●]
Phone No: [●]
Account No.: [●]
International Wire: [●]
Ref.: [●]

For accounting questions please contact: [●]

Any bank fees charged by VALLAIR's bank in connection with the transfer of funds from VALLAIR to the Contractor shall be borne by VALLAIR.

Article 8. Quality & warranty

8.1 Quality

The Contractor shall perform all Services under this Agreement in accordance with its Authority approved management system.

Upon prior written and reasonable request, VALLAIR shall have the right to perform quality audits of the Contractor's organization, for which purpose the Contractor shall grant the right of access to its facilities (within 48 hours of receiving such written request/notice by VALLAIR). In the event that any such audit leads to any objections, the Parties shall meet and discuss appropriate remedies to reinstate compliance with the Contractor's management system. The Contractor shall also make available to VALLAIR upon written request the results of any third-party audits of the Contractor's Subcontractors.

8.2 Warranty

The Contractor warrants that all Services provided by the Contractor or its Subcontractors shall be free from defects in workmanship and shall in all material aspects comply with the quality system.

The warranty is limited only if a defect arises within twenty-four (24) months, or two thousand (2000) flight cycles or two thousand (2000) flight hours after the Certificate of Release to Service is issued, whichever may occur first.





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A warranty claim must be raised by VALLAIR within thirty (30) Days after the defect has or could have become reasonably apparent and the Contractor must be provided with the defective part for inspection and repair within an additional thirty (30) Days after the warranty claim has been raised. If a defect arises on a non-removable part of an Engine the Parties shall in good faith agree how to remedy such defect in a way convenient for VALLAIR and reasonably acceptable for the Contractor.

The Contractor shall correct any defect covered by this warranty at its own cost and expense at one of its technical facilities or at any other place VALLAIR and the Contractor may agree upon from time to time.

The Contractor does not warrant any defect in Material not manufactured by the Contractor or a Subcontractor or services not provided by the Contractor or a Subcontractor. The defective part must not have been serviced, repaired, overhauled, maintained or modified by anyone other than the Contractor or its Subcontractors.

For such Material or services not covered by this warranty any assignable rights to warranty granted to the Contractor by its Suppliers shall be assigned to VALLAIR. The Contractor shall support VALLAIR in pursuing such warranty claim.

The warranty set forth in this Article shall be the exclusive and sole remedy for VALLAIR in case of any defect in workmanship or non-compliance with the Contractor quality management system. Article 1 shall remain unaffected.

VALLAIR shall have the right to assign this warranty without the prior written agreement of the Contractor.

In the event that VALLAIR either assigns warranty claims to the Contractor for enforcement in the Contractor's name or appoints the Contractor as an agent for the administration of warranty claims for enforcement on VALLAIR's behalf, the Parties shall confirm such assignment or appointment by completing and signing a General Annex Warranty Handling or any other appropriate documentation provided by the Contractor. VALLAIR shall make available to the Contractor any documents and information required to administer and enforce the respective claims.

Article 9. Delivery & redelivery

9.1 Terms of delivery and redelivery

The Delivery Date shall be agreed upon by both Parties and set forth in the Proposal.

VALLAIR may request that the Contractor supports VALLAIR in arranging for shipment of the Aircraft, Material or Engine concerned. Any shipment arrangements made by the Contractor shall be in the name and on behalf of VALLAIR and the Contractor will not act as forwarding agent to VALLAIR.

The Contractor certifying staff shall enter in the Aircraft Technical Log Book and the Aircraft Cabin Log Book, the performed work reference, and sign it to release the Aircraft and shall provide a Dual Certificate for Return to Service.





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The maintenance documentation, as set forth in Annex 3, and all records produced by the Contractor in relation to the performance of the Services as required by the Authority and/or applicable law will be completed in accordance with the requirements of the Authorities and the maintenance documents will be returned to VALLAIR within seven (7) days following Redelivery.

Delivery of the Aircraft shall only be deemed achieved between the Parties, after the Aircraft was delivered to Contractor and the maintenance documents have been provided by VALLAIR.

9.2 Acceptance certificate

Upon Delivery of the Aircraft, Material or Engine by VALLAIR, the Contractor shall issue and provide to VALLAIR a delivery certificate as per Annex 1.

Upon Redelivery, VALLAIR shall sign and provide to the Contractor a redelivery certificate as per Annex to confirm that the agreed Services have been completed in accordance with this Agreement. In the event that the aforementioned signed document is not provided to the Contractor prior to or upon Redelivery, the Services shall be deemed to have been completed as agreed.

9.3 Packaging

Any Material shall be packed for shipment using appropriate shipping containers that are in compliance with ATA 300 specification. To the extent that shipping containers are provided by the Contractor, VALLAIR shall return such shipping containers to the Contractor after Redelivery within thirty (30) Business Days unless otherwise agreed in writing.

Article 10. Liability & insurance

10.1 Liability

The Contractor agrees to indemnify, defend and hold harmless VALLAIR and its directors, officers, employees, agents from and against all losses, damages, or expenses of every type and character (including legal fees and court costs) for any bodily injury or property damage arising out of the Contractor's performance of Services under this Agreement except to the extent an event is attributable solely to VALLAIR's gross negligence or wilful misconduct.

The liability and indemnification include all necessary costs, expenses and fees incident thereto. However, under no circumstances will the liability include any indirect, incidental or consequential damages, such as, but not limited to, loss of profit or loss of revenue, except for the extent of gross negligence or wilful misconduct.

The Parties agree that the liability and indemnification set forth in this Article is exclusive and that each Party explicitly waives any other rights to claim damages or indemnification it may have at law or otherwise.

The Contractor shall bear the risk of loss to the Equipment as long as the Equipment is in the care custody and control of the Contractor or any Subcontractor and nothing contained herein shall preclude any claim for the loss of or damage to the Equipment of VALLAIR while such Equipment is in the care, custody or control of the Contractor or any the Contractor subcontractor.





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10.2 Insurance

During the term and for a minimum period of two (2) year after the termination or expiration of this Agreement the Contractor will contract and maintain and will provide VALLAIR with a certificate of insurance evidencing the following coverage:

- All Risks Property Insurance including war risks covering Equipment and any Components while not installed on an aircraft;
- Aviation General Legal Liability Insurance, including without limitation, third party, products, war, contractual and hangar keeper's legal liability risks in amount of not less than USD 300,000,000 (three hundred million dollars).
- In case Material is leased or loaned to the Contractor by VALLAIR, the Contractor will additionally provide a certificate of insurance with regard to the property insurances or similar stating that VALLAIR will be the sole loss payee in case of damage or loss of the loaned or leased items whether or not such damage or loss is caused by the negligence of VALLAIR.
- Products Liability Insurance in amount of not less than USD 500,000,000 (five hundred million dollars) for any one occurrence and in the annual aggregate in respect of products legal liability.
- Employer's Liability Insurance with limits bodily injury of USD 1,000,000 (one million dollar) each accident, USD 1,000,000 (one million dollar) disease each employee, USD 1,000,000 (one million dollar) disease policy limit, as well as compliance with applicable provincial workers' compensation legislation.

VALLAIR, its directors, officers, employees, agents and Subcontractors will be named as additional insureds with regard to the insurances above and such insurances will be primary and non-contributory to any insurances carried by VALLAIR and will contain a severability of interest clause.

In case any of the insurances are not provided or are revoked or cancelled at any time for any reason, VALLAIR will have the right to terminate this Agreement by giving the Contractor three (3) Days written notice.

Article 11. Term & termination

This Agreement shall be effective from its date of signature by both Parties and shall continue in full force and effect until [●] ("Term") or, when the Redelivery and Acceptance Certificate will have been signed by both Parties and VALLAIR will have taken repossession of the Aircraft, Material Component or Engine subject to this Agreement, whichever occurs first.

VALLAIR may terminate this Agreement at any time during the Term, if the TAT, quality, and/or pricing of the Services provided by the Contractor do not remain competitive, which shall be determined at VALLAIR's discretion, and such is not cured by the Contractor within thirty (30) Days of the Contractor's receipt of such notice from VALLAIR.





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Failure by one Party to observe or to perform any of its obligation under the Agreement and failure to cure the same within fifteen (15) Days after written notice by the other Party will constitute a material breach of this Agreement. Moreover, failure by the Contractor to maintain the licenses, the certificates and permits required for the provision of the Services shall constitute a material breach of this Agreement.

The premature termination of this Agreement as a whole or any Proposal by act of the Parties or otherwise shall not relieve the Parties of any liabilities, obligations, expenses or charges accrued up to the date when such termination takes effect and shall be without prejudice to any rights accruing to either Party up to said date of termination.

Nothing in this Article is intended to limit or preclude either Party's right to terminate for material breach of contract.

Article 12. Confidentiality & intellectual property rights

12.1 Intellectual property rights

Title to all intellectual property rights (including, but not limited to copyrights, trademarks, patents, inventions, utility patents registered design rights or design rights) disclosed in documents or data (including but not limited to plans, drawings, patterns or designs) supplied by the Contractual to VALLAIR under the Agreement, shall remain with the Contractor or any third party which is entitled to such IP rights.

12.2 Confidentiality

The Agreement, any document produced as a result of the Agreement and all non-public information obtained by either Party about the other Party are confidential and shared between the Contractor and VALLAIR only; they are not to be disclosed by a Party, without the prior written consent of the other Party, to third parties except:

- to its affiliates and its and their respective directors, officers, shareholders, employees, agents, members, partners, representatives, consultants, accountants, experts, legal counsel and other outside professionals,
- in connection with the potential sale, lease or financing of a Flight Equipment for which Services are provided or any assignment of the Agreement or,
- as required by applicable law, regulation or court order or in connection with any legal proceedings.
- to any lessee purchaser of or person providing financing in respect of, the Aircraft but only the provisions relating to warranties.



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If any disclosure will result in the Agreement becoming publicly available, the Parties will use commercially reasonable efforts to obtain confidential treatment as to the commercial terms and other material provisions of the Agreement.

Notwithstanding any provision of the Agreement to the contrary, the legal obligations of confidentiality hereunder do not extend to any national, federal or state tax authority or the national, federal or state tax treatment of the transaction contemplated the Agreement. If any national, federal or state official tax analyses or materials are provided to any Party, such Party is free to disclose any such analyses or materials without limitation.

Article 13. Notices & communication

For messages and correspondence exchanged in connection with this Agreement in day-to-day business, each Party may notify the other Party in writing about suitable postal, telefax, e-mail or other addresses and telephone numbers.

Whenever written notification or notice is required under this Agreement such notification or notice shall be given by telefax, mail or internationally recognized courier service to the following address:

If to VALLAIR, postal Address:

VALLAIR SOLUTIONS
Attn: [●]
EBBC bloc B, Route de Trèves
L-2633 Senningerberg,
Grand Duchy of Luxembourg

Email: [●]

If to THE CONTRACTOR, postal Address:

[●]

Email: [●]

Article 14. Miscellaneous

14.1 Law and jurisdiction

This Agreement and any legal relationship with VALLAIR that may arise therefrom shall be exclusively subject to and construed exclusively in accordance with the laws of Luxembourg excluding its conflict of laws rules. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

In the event of a difference of opinion concerning the interpretation or the performance or the consequences of the Agreement, the Parties undertake to make every effort to reach an amicable settlement. In the absence of an amicable settlement within thirty (30) Days as from receipt of the written notification of the difference of opinion by either of the Parties by registered letter with acknowledgement of receipt, the difference of opinion shall be submitted to Courts of the Grand Duchy of Luxembourg.





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14.2 Assignment

Except as otherwise provided for herein, neither Party may assign delegate or otherwise deal with any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Any assignment, delegation or dealing without such consent shall be void save for subcontracting of the Services by the Contractor in accordance with the terms of this Agreement.

Subject to the foregoing, the provisions herein will inure to the benefit of, and be binding upon, any such successor, and any permitted assignees of the respective Parties hereto. Consent by either Party to such assignment in one instance will not constitute consent by either Party to any other assignment, delegation or dealing.

14.3 Form of agreement

The Parties agree that:

- the Agreement embodies their entire agreement with regard to the matters it deals with;
- the Agreement supersedes any previous arrangements between the Parties;
- no other warranties, representations, understandings or agreements written or otherwise exist between them, except as expressly set out in the Agreement;
- the headings of any sub-articles or Articles are given only for convenience and shall not in any case be interpreted so as to extend or limit the interpretation of such sub-articles or Articles.

No change or modification to the Agreement shall be valid unless in writing and signed on behalf of each Party by their authorized representatives.

14.4 Order of precedence

In the event that a provision in any Terms & Conditions or Proposal deviates from or conflicts with a provision in this Agreement, this General Terms Agreement shall prevail.

14.5 Waiver and severability

Any failure at any time of either Party to insist upon any of its rights under the provisions of the Agreement shall neither constitute a waiver of such provisions nor prejudice the rights of the Party to insist upon such provisions at any subsequent time.

Nothing contained in the Agreement shall require either Party to take any action contrary to the law, any order or regulation of any government or any permit or authorization granted to either Party by any government. If any of the provisions of the Agreement are held unlawful or otherwise ineffective or unenforceable by any tribunal of competent jurisdiction, the remainder of the Agreement shall remain in full force and the unlawful or otherwise ineffective or unenforceable provision shall be substituted by a new provision mutually agreed upon in writing by the Parties and reflecting their intent.



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14.6 Compliance

Both Parties shall:

- Comply with all applicable laws, statues, regulations and codes relating to anti-bribery and anti-corruption, have and maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance and will enforce them where appropriate;
- Promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by the Party in connection with the performance of this Agreement.
- Be responsible for the observance and performance by any person associated with it who is performing services in connection with this Agreement with the Anti-Bribery Terms and shall be directly liable to the other Party for any breach by such persons of any of the Anti-Bribery Terms.

Breach of this Article shall be deemed a fundamental breach of this Agreement.

14.7 Data protection

Within the context of their contractual relationship, the Parties commit to respect the applicable regulations on data protection, and particularly, the regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016 on the protection of natural persons with regard to the processing of personal data. Each Party represents and warrants that:

- it is responsible of its personal data processing;
- the required declarations have been done and the required processes have been implemented to ensure the confidentiality and protection of these data;
- no personal data is exchanged under this agreement.

* * *

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the Day and year written above.

[•]

By: _____

Name:

Title:

Date:





VALLAIR SOLUTIONS GENERAL TERMS & CONDITIONS OF PURCHASE OF SERVICES

VALLAIR SOLUTIONS SARL

By: _____

Name: Grégoire LEBIGOT

Title: CEO

Date:





**VALLAIR SOLUTIONS GENERAL TERMS & CONDITIONS
OF PURCHASE OF SERVICES**

ANNEX 1

DELIVERY AND ACCEPTANCE RECEIPT

MAINTENANCE SERVICES AGREEMENT

BY AND BETWEEN

VALLAIR SOLUTIONS SARL

AND

THE CONTRACTOR

THE CONTRACTOR does hereby accept Delivery of _____, Serial Number _____, together with the components and accessories installed thereon and any loose equipment, such Delivery having been made at _____ (a.m./p.m.) on the _____ Day of _____, year _____, in accordance with the Maintenance Services Agreement referenced _____ by and between VALLAIR SOLUTIONS SARL and THE CONTRACTOR executed as of _____ year _____.

THE CONTRACTOR hereby accepts the Delivery of _____.

For THE CONTRACTOR:	For VALLAIR SOLUTIONS SARL:
By:	By:
Title:	Title:
Date:	Date:





**VALLAIR SOLUTIONS GENERAL TERMS & CONDITIONS
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ANNEX 2

REDELIVERY AND ACCEPTANCE RECEIPT

MAINTENANCE SERVICES AGREEMENT

BY AND BETWEEN

VALLAIR SOLUTIONS SARL

AND

THE CONTRACTOR

VALLAIR SOLUTIONS SARL does hereby accept Redelivery of _____, Serial Number _____ together with the components and accessories installed thereon, all maintenance documentation and any loose equipment, such Redelivery having been made at _____ LT (a.m./p.m.) on the ___ this Day of _____, year _____, in accordance with the Agreement referenced _____ by and between VALLAIR SOLUTIONS SARL and THE CONTRACTOR executed as of _____ year _____.

VALLAIR SOLUTIONS SARL hereby accepts the return and Redelivery of the landing gears.

For THE CONTRACTOR:	For VALLAIR SOLUTIONS SARL:
By:	By:
Title:	Title:
Date:	Date:



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ANNEX 3

REDELIVERY DOCUMENTATION

1. FAA and EASA Engine Release 8130-3 and AIM form 1
2. Transfer Report
3. Engine Time Report (incl. LLP Status) if a LLP was changed during shop visit
4. Test Run Performance Summary (incl. Preservation Tag) if applicable
5. Updated AD Status or list of ADs performed and DFPs if applicable
6. Updated SB Status or list of SBs performed and DFPs if applicable
7. ETOPS Status (if applicable)
8. Missing Parts List (if applicable)
9. By pack List (if applicable)
10. Deviation Approval Documents (if applicable)
11. Accessory Report
12. LLP Release Certificates / BtB
13. Accessory/QEC installed Release Certificates
14. Set Charts, if applicable
15. MCC (modification control chart)/ICC (inspection control chart) (if applicable)
16. Shop Findings Report
17. List of Parts Installed with Release Certificates
18. C-Check Documentation
19. Dirty Finger Prints for all work performed (AIM form 1, task cards, NDT reports, tags etc)
20. PMA and DER if used. Use of PMA and DER shall be priorly approved in writing by VALLAIR.



VALLAIR SOLUTIONS GENERAL TERMS & CONDITIONS OF PURCHASE OF SERVICES

ANNEX 4

Description of the aircraft:

- Model:
- MSN:

Engine(s):

- Model / ESN 1:
- Model / ESN 2: