

# GENERAL TERMS AND CONDITIONS OF SERVICES

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## ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

These General Terms and Conditions of Services govern all the offers and Services of ADVANCED AIR SUPPORT INTERNATIONAL (hereafter "AASI") which they offer to their clients (hereafter "the Client(s)") The general or special terms and conditions of the Client shall not apply, unless accepted in writing by a duly authorised representative of AASI.

## ARTICLE 2 – PROVISION OF SERVICES / ORDER

The services performed by AASI for the Client (hereafter "the Services") are defined in the assistance sheet signed by the latter which constitutes an order form. The signature by the Client of the assistance sheet constitutes acceptance of these General Terms and Conditions of Services.

## ARTICLE 3 – SUBCONTRACTING

AASI reserves the possibility to call upon the services of subcontractors to perform the Services without the requirement for the prior information to nor consent of the Client, which the Client acknowledges and accepts.

## ARTICLE 4 – PRICE / TERMS OF PAYMENT

Unless otherwise provided, the price of the Services is defined by reference to the general rates published by AASI which are in force on the day of the order.

The invoice issued by AASI is deemed payable in cash. Prices do not include taxes and other charges borne by AASI for the performance of the Services. These taxes and charges shall be entirely borne by the Client and shall be included in the invoice issued by AASI relating to the Services.

## ARTICLE 5 – PENALTIES / RECOVERY FEES

In the event of a late payment, AASI may suspend all the orders in progress, without prejudice to any other action it may take. In the event of the suspension of orders, the Client may not in any event perform an offset or withhold its payments claiming non-performance by AASI. Any amount which is not paid when due shall give rise to the application of a flat-rate indemnity of 10 % with a minimum amount of 200 Euros to compensate the damage caused by said delay. However, this penalty shall not discharge the Client and shall not exclude the granting of any additional damages to compensate the entire damage suffered. The Client shall also be bound to pay AASI late interest calculated on the basis of a rate equivalent to 3 times the legal interest rate, as well as a flat-rate indemnity of 40 Euros per unpaid invoice for the costs incurred to recover its debts, without the requirement for any official notice. In the event of recovery costs are higher than the flat-rate indemnity of 40 Euros, AASI reserves the right to claim an additional indemnity from the Client in this respect.

Any deterioration of the Client's credit rating may justify guarantees being requested prior to the execution of an order.

## ARTICLE 6 – SERVICE PROVIDER'S LIABILITY

AASI, its employees, its agents and its subcontractors may not be held liable for any damage caused to the Client or to any third party in relation to or resulting from the performance or the non-

performance of the Services or the provision of spaces or resulting from any other act or omission in the performance of the Services by AASI, unless the act or omission in question was carried out with the intention to cause any damage or was carried out negligently in the knowledge that it would probably result in damage.

The Client waives any recourse and undertakes to guarantee AASI, its employees, agents and subcontractors against any claim or proceedings initiated by a third party (i.e. other than the employees, agents or subcontractors of AASI), including the fees and expenses arising therefrom, in relation to or resulting from the performance or the non-performance of the Services or the provision of spaces or resulting from any other act or omission in the performance of the Services by AASI, unless the act or omission in question was carried out with the intention to cause any damage or was carried out negligently in the knowledge that it would probably result in damage.

Any actions and proceedings resulting from the performance or the non-performance of the Services or the provision of spaces or resulting from any other act or omission shall be handled by the Client.

AASI may not be held liable for any default and/or delay in the Services in the case of a "force majeure" event or any other event outside its control (natural disasters, fires, storms, strikes (in particular within AASI or its subcontractors), difficulties in sourcing raw materials, conflicts, etc.). Each party shall be entitled to suspend or immediately terminate its obligations which cannot be performed due to a force majeure event, without any indemnity being due to the other party.

## ARTICLE 7 - INSURANCE

The Client declares that it has taken out insurance covering all the risks inherent to its activity, in particular in the event of the intervention by AASI on its equipment and/or in its premises.

## ARTICLE 8 – APPLICABLE LAW / DISPUTE

This contract is governed by French law. In the event of a dispute, AASI and the Client shall endeavour to reach an amicable agreement. If they are unable to settle the dispute amicably, either party may bring the matter before the Commercial Court of Paris, which shall have sole jurisdiction for all disputes, including when there are several defendants.