

GENERAL TERMS AND CONDITIONS

for

aircraft livery decals, technical markings, or registration markings application/removal

- 1.1. These General Terms and Conditions for aircraft livery decals, technical markings, or registration markings application/removal (hereinafter – the “**General Terms**”) shall constitute an inseparable part of UAB “FL Technics” (hereinafter – “**FL Technics**”) Proposal, Quotation or any other similar document, as applicable (hereinafter – the “**Proposal**”). Acceptance and / or signing of the Proposal by the Customer shall be treated as acceptance of these General Terms. Any Customer’s Standard Contract Terms and Conditions are not applicable. Deviations from these General Terms need to be agreed by FL Technics and the Customer in writing. The terms indicated in specific FL Technics Proposal, Quotation or any similar document from FL Technics side, shall have priority over the terms and conditions of General Terms.
- 1.2. The General Terms shall automatically apply to the Customer without the Customer having the right to impose their own general terms and conditions and any other document, even if subsequently received by FL Technics, unless otherwise agreed in a written document signed beforehand by an authorised representative of FL Technics.
- 1.3. These General Terms apply to all aircraft livery decals, technical markings, or registration markings application/removal services (hereinafter – the “**Services**”) provided by FL Technics until the respective agreement for the provision of Services is executed between the Parties.
- 1.4. Customer shall, on an individual aircraft basis, detail the Services required by issuing purchase orders / Work Orders / repair orders with reference to these General Terms.
- 1.5. Customer shall supply FL Technics in advance with current (updated) and applicable aircraft documentation required for Service performance. Customer shall supply immediately other documents as may be reasonably requested by FL Technics.
- 1.6. Customer shall, on an individual aircraft basis, and in advance of any relevant Services start date, provide confirmation and relevant information about the Customer’s appointed Part-145 approved maintenance organisation.
- 1.7. The Customer warrants that at the date of the start of Services on the Aircraft it will have obtained any relevant authorizations, acknowledgments and permissions required from the appropriate Authority and owner or operator of the Aircraft, as applicable, to allow FL Technics / its Subcontractor to perform the Services in accordance with these General Terms and upon FL Technics’ request shall provide copy of such authorization.
- 1.8. FL Technics may have the right to contract / sub-contract any Services to any other organization or facility, provided it obtains the Customer’s consent, which consent shall not be unreasonably withheld, as a result of FL Technics lack of capability or capacity.
- 1.9. Delivery of Material / parts / Components or an Aircraft will be at Customer’s risk and expense unless otherwise agreed in writing. Redelivery of Material / parts / Components or an Aircraft will be EXW (Incoterms 2020) the Services facility. FL Technics may, at the request of and on behalf of the Customer, arrange third parties for the assistance with delivery and/or redelivery of the Material / parts / Components or an Aircraft such as but not limited to cleaning, loading, unloading, electricity and similar. The Customer acknowledges that such assistance does not form part of the Services and is arranged by FL Technics at Customer’s own risk and expense. The Customer agrees to indemnify, defend, save, and hold harmless FL Technics from and against all claims, liabilities, causes of action, damages, judgments, attorneys’ fees, court costs, and expenses which arise out of or are related to such assistance before, during or after the termination of the Proposal.
- 1.10. FL Technics reserves the right to change, modify, add or remove these General Terms at any time by way of posting a new version of the General Terms on its website in advance, at least 1 (one) month before the entry into force of the new version of General Terms. As regards the specific Proposal, the version of the General Terms which was valid at the time of concluding specific Proposal shall apply.

2. RESPONSIBILITIES OF THE PARTIES

- 2.1. All Services to be performed by FL Technics hereunder shall be performed in good faith and with at least that level of care and diligence as customarily exercised by professional firms performing comparable services under similar conditions.
- 2.2. The Customer hereby ensures that during performance of the Services it shall act in a timely manner and shall provide FL Technics with all required data, assistance, documents and instructions immediately.
- 2.3. The Customer hereby ensures that it shall appoint a Customer representative who shall have the authority contractually to bind the Customer, including but not limited to approval and confirmation of procurement of any Consumables, chemicals, livery decals, technical markings, or registration markings, as well as confirmation of working hours, and who shall attend any inspections, meetings, etc. (if required by FL Technics). All travel expenses, daily allowance, visa, insurance and other related expenses of the Customer representative shall be responsibility and at the cost of the Customer.
- 2.4. The Customer ensures that it has appointed an organisation approved as Part-145 maintenance organisation which will release relevant Services performed by FL Technics under the Proposal as required in accordance with applicable regulation. The Customer acknowledges and agrees that FL Technics shall not and will not be required to directly respond to or have any responsibility or liability towards the Customer’s Part-145 maintenance organisation. It is Customer’s responsibility to have any Services performed by FL Technics released by a relevant Part-145 maintenance organisation.
- 2.5. The Customer acknowledges that the Services (including but not limited to commodities, technology and software), and/or goods or data to be provided by FL Technics under the Proposal may be subject to, and controlled by, the export laws and regulations (under such jurisdiction as, inter alia, the United Nations, the European Union, the United States of America or the Republic of Lithuania) (hereinafter – “**Export Laws**”), and any supply or use of such Services and/or goods or data contrary to such Export Laws is prohibited. To the extent applicable, the Customer agrees not to export or re-export the Services, goods or data provided pursuant to these General Terms in violation of the applicable Export Laws. The Customer shall indemnify and hold FL Technics harmless against any losses, damag-

es, fees or monetary sanctions imposed as a result of Customer's failure to comply with any applicable Export Laws.

- 2.6. Before start of Services, the Customer shall provide to FL Technics duly signed End-Use / End User statement (hereinafter - the "End-Use / End User statement"). The Customer acknowledges that products / goods acquired from FL Technics will be provided solely for civil / commercial end use and only by civil / commercial end user indicated into the End-Use / End User statement.

3. PRICES, CHARGES AND PAYMENT TERMS

- 3.1. Services shall be rendered on "Fixed Price" or on "time-and-material" basis.
- 3.2. Prices, terms and conditions for the Services shall be defined in the Proposal and invoice.
- 3.3. Title of any parts supplied by FL Technics shall pass from FL Technics to the Customer when payment in full for such parts has been received by FL Technics. However, risk of loss shall pass from FL Technics to the Customer when such parts are installed on the Aircraft.
- 3.4. All rates prescribed the Proposal and invoice do not include VAT (if such applies).
- 3.5. 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, import security and any other fees related to the Proposal (including withholding taxes).
- 3.6. 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 FL Technics such additional amounts as may be necessary to ensure that FL Technics receives a net amount equal to the full amount that would have been received had the payment not been made subject to such Withholding.
- 3.7. FL Technics shall not be liable for any VAT or any taxes, duties or similar charges which arise in any jurisdiction other than Lithuania and these will be covered by the Customer.
- 3.8. Should any taxes be levied by any government or any tax authority against any payment by Customer to FL Technics under the Proposal, and should FL Technics 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 FL Technics of the full amount so provided.
- 3.9. All payments in connection with the Proposal shall be made in EUR (Euro), unless agreed otherwise.
- 3.10. Any fees charged by a bank in connection with the transfer of funds from Customer to FL Technics will be borne by Customer.
- 3.11. Payment terms for the Services under these General Terms shall be defined in the Proposal hereto, however if payment terms were not defined Customer shall be obliged to make payment within 10 calendar days from the invoice issuance date, however in any case before Services completion date under any particular Proposal. Copies of invoices shall be sent to the Customer via email. The Parties agree that when invoice sent by email and no auto-reply regarding non-delivery is received by FL Technics, such invoice shall be deemed duly received by Customer in accordance with these General Terms.
- 3.12. Customer shall notify FL Technics about any disputed amount within seven (7) Days from the invoice issuance date, accompanied with all relevant justifications and sent to invoices@fltechnics.com. 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.
- 3.13. All invoices shall become due and payable immediately upon the occurrence of a breach by Customer to perform its obligations as agreed under these General Terms. In case of late payment, FL Technics reserves its right to unilaterally change payment terms and 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 FL Technics may have under the agreement or at law.
- 3.14. Any amount overdue for payment by the Customer shall incur a monthly simple interest charge of 3% (three per cent) until actual payment is received in cleared funds. Interest shall be immediately payable on demand.
- 3.15. In the event that any sum is not paid by the Customer as provided for under any Proposal, then FL Technics shall be entitled immediately upon notice by e-mail or otherwise to suspend further performance of the services until all outstanding amounts have been received by FL Technics in cleared funds and the time for performance of such services shall, at FL Technics' option, either be extended by a period equal to the duration of the suspension plus 24 (twenty four) hours or shall be re-scheduled.
- 3.16. FL Technics may set off amounts due to Customer against amounts due by Customer, even if such amounts are not liquid, fungible and/or payable. FL Technics will notify Customer of such set off.
- 3.17. The Customer shall be responsible at its entire risk and expense for, including but not limited to:
- 3.17.1. all charges relating to the positioning of the aircraft (including all airport charges and levies);
 - 3.17.2. all charges arising from the cleaning of the aircraft;
 - 3.17.3. all and any aircraft maintenance cost and expenses, including but not limited to appointment and retention of Part-145 approved maintenance organisation and costs of such Part-145 maintenance organisation related to the release of Services performed by FL Technics;
 - 3.17.4. all hotel, travel or accommodation requirements of FL Technics' employees, servants, agents or sub-contractors;
 - 3.17.5. all international, local call charges for telephone (including mobile phones), fax, and the Internet usage;
 - 3.17.6. all and any other expenses related to the Services station establishment in the location of Services provision.
- 3.18. In case payments are due under one or more invoices, FL Technics 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 FL Technics may have under the agreement or at law.
- 3.19. Notwithstanding any reference contained in any of the Customer's payment order or other relevant document, in the event FL Technics receives smaller amounts than the whole amount payable by the Customer or, in the event the

Customer is late to pay invoices, FL Technics has the right to allocate any amounts received under the Proposal based on FIFO or any other reasonable basis without separate alignment with Customer. In the event that payment is applied to invoice or another form of payment obligation, other than the one indicated by the Customer, FL Technics undertakes to notify the Customer about the allocation of the payment received.

3.20. For cancelling of the Services by the Customer the following charges will be applied to the Customer:

30 or over days advance notification to FL Technics No charge shall apply.

Technics before scheduled Delivery:

29 – 4 days advance notification to FL Technics before scheduled Delivery: 60% of the total value of the Fixed Price of the labour cost for the respective Aircraft to be charged.

3-0 days advance notification to FL Technics before scheduled Delivery: 80% of the total value of the Fixed Price of the labour cost for the respective Aircraft to be charged.

4. **WARRANTY**

4.1. FL Technics warrants that all Services provided by FL Technics indoors at the hangar under the Proposal will be free from defects in workmanship.

4.2. A defect will only be regarded as subject to warranty if it arises within 120 (one hundred twenty) calendar days from the completion of Services.

4.3. A warranty claim must be raised by Customer within 7 (seven) days after the defect has become or should have become apparent and FL Technics must be provided with the defective part of Services for inspection and repair within an additional thirty (30) days after the warranty claim has been raised. If a defect arises on an irremovable part of an aircraft the Parties will agree upon arrangements by which such defect will be remedied at Customer's best convenience as well as at conditions reasonable for FL Technics.

4.4. Customer must provide all available information and documentary proof that FL Technics did not properly perform the work causing the defect. Material must at all times have been stored, handled and operated in accordance with manufacturer's recommendation and the defective part may not be serviced, repaired, overhauled, maintained or modified by anyone other than FL Technics or its Subcontractors.

4.5. The cause of the defect must be related to Services rendered by FL Technics. FL Technics does not warrant for Subcontractor's / Supplier's material or Services. For such material or Services any assignable rights to warranty granted to FL Technics by its Subcontractor's / Supplier's will be assigned to Customer. In case work is performed by Subcontractor or in case parts procured from Subcontractor / Supplier are installed, all assignable warranties of Subcontractor / Supplier will be transferred by FL Technics to Customer. In case of demands, pretensions or warranty claim against a Subcontractor / Supplier FL Technics shall cede its rights against the Subcontractor / Supplier to Customer. Subcontractor / Supplier directly will respond and be liable to Customer for its breach of warranty.

4.6. FL Technics warranty shall not extend to any claim, failure or damage which results from defects, non-conformity, failure or not normal wear and tear which are in whole or in part attributable to or the result of, application of exterior placards on the areas of the aircraft that are not recommended and not warranted for (including: in front of first door, on the engines, under level of wings, within 16' of leading edges, to rear of last door or window), application of exterior placards above or below the recommended temperatures, removal of the aircraft from or to indoors facility not in accordance with manufacturer recommendations, humidity or other environmental conditions such as wind, rain and blowing debris, foreign object damage, internal object damage, abnormal, incorrect, inaccurate or improper use, operation, maintenance, handling, storage, transportation, packing or installation, OEM's design deficiencies, misuse, abuse or accidents, Force Majeure or incidents and taking into consideration the specific use and design of such Aircraft and/or Item, which has not been anticipated by the standards, regulations, procedures and/or requirements issued by the relevant manufacturer, the relevant Airworthiness Authorities and/or FL Technics. FL Technics shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Services has not been paid by the due date.

4.7. FL Technics will correct the defective Item or replace it with a non defective Item (at its own discretion) at its own cost and expense except that Customer will arrange at its own risk and expense for the removal, installation and the transport of such Item DDP (Incoterms 2020) repair shop. FL Technics obligations with respect to the foregoing shall only require FL Technics to correct defects, replace or restore the defective Item to a serviceable condition equivalent to that at the time the defect occurred. In case of a remedial action, the initial warranty period shall continue for the remaining period of the warranty as set forth in Clause 6.2 above.

4.8. Should the warranty claim be rejected, the services provided by FL Technics, including shipping costs, material or inspections costs and/or specialists assignment (if applicable), will be charged to Customer on a time-and-material basis.

4.9. The warranties and obligations of FL Technics and remedies of Customer set forth in this Clause are exclusive and in substitution for, and Customer hereby waives, releases and renounces all other warranties, obligations and liabilities of FL Technics and all other rights, claims or remedies of Customer against FL Technics and/or its insurers, express or implied, arising by law or otherwise, with respect to any non conformity or defect in any data, part or product delivered or Service performed in relation to or under the Proposal including but not limited to (i) any warranty against hidden defects, (ii) any implied warranty of merchantability or fitness for intended use, (iii) any implied warranty arising from course of performance, course of dealing or usage of trade, (iv) any warranty against infringement, (v) any obligation, liability, right, claim or remedy (whether in contract, in tort or otherwise). In no event will FL Technics be liable for indirect damages. FL Technics liability connected with or resulting from this warranty will not exceed the cost of correcting the defect / price of replacing Material.

4.10. The warranty is not assignable without FL Technics written consent.

5. **LIABILITY**

5.1. FL Technics, 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, offic-

ers, 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 to the extent caused by wilful misconduct or gross negligence of FL Technics or its Subcontractors, and Customer shall indemnify and hold harmless FL Technics, its directors, officers, employees, agents, servants and Subcontractors against any and all such claims including costs and expenses incident thereto.

5.2. Customer, its personnel and its subcontractors shall be liable for any damage to, or loss of, property of FL Technics (or property of any third party, which is located at FL Technics facility) including any facility where the aircraft or any part may be situated, or injury or death or any other damage directly or indirectly caused to FL Technics, its directors, officers, employees, agents, servants 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 to the extent caused by wilful misconduct or gross negligence of FL Technics.

5.3. In case of disagreement on FL Technics liability or its levels, Customer shall provide all required information and documentary proof, including legal memorandum from a reputable law firm, showing FL Technics gross negligence or wilful misconduct caused damages.

5.4. Notwithstanding anything to the contrary contained in these General Terms or the Proposal, in no event, whether in contract or tort, as a result of breach of these General Terms or the Proposal, statutory duty or warranty, as a result of misrepresentation, restitution, product liability, patent infringement or otherwise, FL Technics will be liable for any loss of profit, loss or damage of goodwill, loss of use, loss of revenue, loss of contracts, increased costs and expenses, wasted expenditure, loss of sales or business, loss of prospective economic advantage, 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 an item, accommodation and compensation of passengers, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information and/or for any and all special, consequential, incidental, resultant or indirect damage or punitive or exemplary damages.

5.5. FL Technics total liability for any and all demands, pretensions or claims, whether in contract between FL Technics and Customer, warranty, tort or restitution, product liability, patent infringement, or for breach of statutory duty or misrepresentation or otherwise, for any damages arising out or connected with, or resulting from the performance, or non-performance of any service will not exceed the price allocable to the service / goods which gave rise to the demand, pretension or claim.

5.6. FL Technics and Customer are fully aware and agree to FL Technics 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.

6. **INSURANCE**

6.1. Throughout the duration of the Proposal (and for 2 years thereafter or to the next major check whichever is the greater) Customer shall procure and maintain and will provide FL Technics 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 Property insurance including war risks covering Components whilst not installed on the Aircraft, Aviation General Legal Liability Insurance, including without limitation third party, products, war and passenger risks in a combined single limit of not less than USD 750,000,000.00 (seven hundred fifty million) per each occurrence. The insurance referred above will include the following provisions where applicable:

6.1.1. FL Technics, its directors, officers, employees, servants, agents and Sub-contractors will be included as additional assured under all required liability insurance;

6.1.2. waiver of underwriter's rights of subrogation against FL Technics, its directors, officers, employees, agents, servants and subcontractors under all required Hull / Hull war insurance;

6.1.3. 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;

6.1.4. 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;

6.1.5. a thirty (30) days written notice-period of cancellation or material change in favour of FL Technics (seven (7) days or such lesser period as may be available for war risks cover).

6.2. The Customer will, at least 3 (three) days prior to the commencement of the Services and from time to time as FL Technics may reasonably request, furnish to FL Technics certificates of insurance evidencing that the forgoing insurances are in full force and effect.

6.3. FL Technics reserves the right to not commence the provision of the Services until the certificates of insurance and all the relevant information mentioned in this Clause are received by FL Technics. FL Technics shall not be held responsible or liable for any kind of delay resulting from lack of certificates of insurance received from the Customer.

6.4. Failure by the Customer to evidence the certificates of insurance or include necessary provisions required by Clauses 6.1 – 6.2 shall not relieve the Customer from the insurance requirements set forth and/or in any way relieve or limit its obligations and liabilities under any other provision of these General Terms. Customer understands that obligations related to insurance are of the essence and releases, indemnifies, defends and waives FL Technics' any liability and obligations under any provision of these General Terms or the Proposal for the duration of the Customer's failure to comply with the requirements of this clause. FL Technics shall not have any obligations and liability under any other provision of these General Terms or the Proposal if the Customer fails to provide to FL Technics the required insurance certificate and/ or fulfil the insurance requirements as described herein above.

7. **EXCUSABLE DELAYS**

7.1. The Parties agree that it will be deemed not to be FL Technics' fault and FL Technics 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 (hereinafter – the “Excusable Delay”):

- 7.1.1. force majeure, including but not limited to acts of the public enemy; war, insurrections or riots; fires; floods; explosions; earthquakes; serious accidents; epidemics, pandemic or quarantine; any act of government or governmental authority; strikes or labour troubles causing cessation, slowdown or interruption of work; general hindrance in transportation;
 - 7.1.2. 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;
 - 7.1.3. Weather and environmental conditions, if Services are required to be performed outside, such as but not limited to rain, wind of 5m/s or stronger, hail, temperature which is not in the range of 15-32 degrees Celsius, sandstorms, dust, blowing debris;
 - 7.1.4. Unfinished maintenance or other works which, at the sole discretion of FL Technics, are considered to have impact on Services’ provision on the aircraft under the Proposal;
 - 7.1.5. an aircraft, material, documentation, required equipment, insurance certificates or securities to be supplied by Customer not being available, available but not fit for purpose of Services provision or being supplied late or Customer not accepting suitable material offered by FL Technics;
 - 7.1.6. Material ordered in a timely manner from Suppliers not being delivered to FL Technics on time or not being delivered at all;
 - 7.1.7. during the period required for the application and issuance of the export license or any other authorization or in the event the issuance of such export license/authorisation was refused by the relevant authority, including all types of permits, licenses or authorisations required for the dedicated staff of FL Technics no matter if arranged by the Customer or FL Technics;
 - 7.1.8. Customer withholding or delaying its consent / instruction / information where such consent / instruction / information is required;
 - 7.1.9. delays or failure of Customer to comply with the payment terms;
 - 7.1.10. delays or failure of Customer to appoint a Part-145 approved maintenance organisation or to obtain required information, documentation, materials or approvals from such Part-145 approved maintenance organisation;
 - 7.1.11. additional tasks which were not part of the contracted work scope being carried out by FL Technics upon Customer’s request;
 - 7.1.12. FL Technics rightfully stopping or refusing the performance of Services.
- 7.2. If FL Technics 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, however, always subject to FL Technics’ man power availability.

8. EVENT OF DEFAULT

- 8.1. The occurrence of any of the following will constitute an event of default and material breach of these General Terms or the Proposal (hereinafter collectively – “Event of Default”):
 - 8.1.1. 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) calendar days after such payment is due;
 - 8.1.2. Party fails to make any payment due under any other agreement between the Parties or otherwise for more than twenty (20) calendar days after such payment is due or otherwise materially violates any other agreement between the Parties;
 - 8.1.3. Party (i) suspends payment on its debts or other obligations, (ii) is unable to or admits its inability to pay its debts or other obligations as they fall due, (iii) is adjudicated or becomes bankrupt or insolvent or (iv) proposes or enters into any composition or other arrangement for the benefit of its creditors generally;
 - 8.1.4. 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;
 - 8.1.5. any changes in the applicable export control laws and regulations (under such jurisdiction as, inter alia, the United Nations, the European Union, the United States of America, the Republic of Lithuania), which might have a direct or indirect effect on the performance of the Proposal;
 - 8.1.6. if the Customer fails to comply with the covenants, requirements, representations or warranties set forth in Clause 14.
- 8.2. In the Event of Default by Customer, FL Technics may, upon written notice to Customer, (1) suspend its performance in whole or in part, (2) terminate the Proposal and/or (3) declare all sums owing to FL Technics immediately due and payable. Exercise of any of the foregoing remedies by FL Technics 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 FL Technics under the applicable law.

9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1. These General Terms and any Proposal and Purchase Order executed with reference to these General Terms will be interpreted according to the laws of the Republic of Lithuania.
- 9.2. Any dispute or difference arising between the Parties hereto as to the construction of these General Terms or 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 Lithuania shall settle such disputes in accordance with Lithuanian law.

10. COMMUNICATION

Each Party is entitled to nominate a liaison person for coordination of all matters of respective Party for a particular project and shall inform the other Party of such liaison person (email is sufficient). The Parties hereby acknowledge that liaison persons are not agents of the Parties and their actions shall create obligations to a respective Party only if approved by authorised person

and if such approval is delivered to the other Party's liaison person.

10.1. Notices

- 10.1.1. Any notice which is required to be given to or by either Party shall be in writing in English language and, unless otherwise stated, may be made by letter.
- 10.1.2. Any communication to be made or delivered by one Party to another under these General Terms shall (unless that Party has by ten (10) days' written notice to the other specified another address) be made or delivered to that other Party at its registered address to the attention of the liaison person.
- 10.1.3. In the case of communications made by letter, communications shall be deemed to have been made when personally delivered or, as the case may be, five (5) days after being deposited in the post first class postage prepaid in an envelope addressed to it at that address.
- 10.1.4. Communication by e-mail is possible when there is no requirement of written communication, unless explicitly stated otherwise under these General Terms. Recipient of e-mail is to confirm its receipt in 2 business days. In case said e-mail is not confirmed, e-mail will be deemed given and received two hours after due dispatch, provided that if such time is not within normal business hours in the country of the addressee, it shall be deemed to have been received at the opening of business on the next business day in such country.
- 10.1.5. Party which did not inform the other Party of change of its contact details (including contact details of liaison person) shall have to suffer the ensuing negative consequences related to its failure to notify about such alteration.

10.2. Claims

- 10.2.1. All Customer's claims related to FL Technics performance under these General Terms must be forwarded to FL Technics email address info@fltechnics.com. Only such claims shall be deemed as properly delivered and shall be considered by FL Technics in accordance with settled procedures.

11. EFFECTIVE PERIOD AND AMENDMENTS

- 11.1. Any Proposal is valid until terminated in accordance with these General Terms or until full performance of Parties' obligations.
- 11.2. The provisions of the these General Terms or the Proposal regarding jurisdiction, liabilities, warranties, insurance, confidentiality and others shall survive any termination or completion of Services and shall remain fully enforceable as between the Parties not withstanding such termination.

12. COMPLIANCE AND PERSONAL DATA PROTECTION

- 12.1. The Customer confirms, agrees with and guarantees compliance with FL Technics General Terms of Compliance published on FL Technics website <https://fltechnics.com/general-terms-of-compliance/>.
- 12.2. Each Party agrees to comply with FL Technics General Terms of Personal Data Protection: <https://fltechnics.com/general-terms-of-personal-data-protection/>.

13. MISCELLANEOUS

- 13.1. FL Technics and Customer shall keep all details connected with the Proposal between FL Technics and Customer strictly confidential and shall not disclose any details of the Proposal to any third party without first obtaining a written consent of the other Party, except (and only insofar as is necessary) in connection with the performance by the Parties hereto of their obligations under the Proposal or for the purpose of legal proceedings related thereto. Notwithstanding the previous sentence FL Technics shall have a right, but not an obligation, to disclose any and all information under the Proposal as it deems appropriate to the owner of the respective Aircraft and the Customer hereby expressly consents to such disclosure.
- 13.2. The Proposal under these General Terms shall enter into force from the last date of its execution by the authorized persons. Delivery of an executed counterpart of the Proposal by e-mail will be deemed as effective as delivery of an originally executed counterpart until the Parties exchange originals. Any Party delivering an executed counterpart of the Proposal by e-mail will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of the Proposal will not affect the validity or effectiveness of the Proposal.
- 13.3. After entering of the Proposal into force all previous negotiations, preliminary documents and correspondence related to the Proposal should be considered invalid. These General Terms and the relevant Proposal constitutes the entire agreement between the Parties concerning the subject matter hereof. Notwithstanding the existence of any other agreements between the Parties, the Parties explicitly agree that terms of any other agreement entered into between the Parties shall in no way be construed to apply with respect to the Proposal and these General Terms on the subject matter hereof.
- 13.4. No amendment or annex to the Proposal shall be valid unless made in writing and duly signed by the Parties.