

**FLEETCARE AVIATION SERVICES & TRADING LLC-DWC**

**STANDARD TERMS AND CONDITIONS**

VERSION: 1.1

EFFECTIVE DATE: November 05, 2025

These Standard Terms and Conditions (the "Terms") govern all transactions, agreements, and Orders between Fleetcare Aviation Services & Trading LLC-DWC ("Fleetcare"), a limited liability company incorporated in Dubai World Central, United Arab Emirates, and the Customer. These Terms are divided into two parts: Part A (General Terms, applicable to all Orders) and Part B (Service-Specific Schedules). Unless explicitly modified by a signed written agreement referencing these Terms, these Terms apply exclusively and prevail over any conflicting terms proposed by the Customer. Fleetcare does not recognize or accept any Customer terms or conditions unless expressly consented to in writing by an authorized Fleetcare representative.

**PART A: GENERAL TERMS**

**1. DEFINITIONS AND INTERPRETATION**

1.1. Definitions. The following terms shall have the meanings ascribed to them hereunder:

- **"Affiliate"** means, in respect of any Party, Employee, Executive or Board member including any other entity which directly or indirectly Controls, is Controlled by, or is under common Control with such Party. Control means the beneficial ownership of more than fifty per cent (50%) of the issued share capital or the power to direct the management and policies of the entity, whether through ownership of voting rights, contract, or otherwise.
- **"Agreement"** means the binding contract constituted by (i) these Standard Terms (Part A), (ii) the applicable Service Specific Schedule(s) (Part B), and (iii) the Order Confirmation issued by Fleetcare, together with any expressly referenced and mutually signed attachments.
- **"Aircraft"** means any fixed-wing or rotary-wing aircraft, including engines, components, and related equipment.
- **"AOG"** (Aircraft on Ground) means a condition where a Product or Customer Property is immobilised due to the unavailability of parts, services, or required certification, often leading to consequential loss of use.
- **"Applicable Law"** means all laws, regulations, rules, orders, and requirements of any governmental or regulatory authority, including but not limited to aviation authorities (e.g., EASA, FAA, GCAA, GACA), export control laws (e.g., US EAR, ITAR, EU regulations), sanctions regimes (e.g., UN, EU, US OFAC), and anti-bribery laws (e.g., UK Bribery Act, US FCPA).
- **"BER"** (Beyond Economical Repair) means a condition where the cost estimate for Repairing a Unit exceeds the threshold established in the Order, or if unspecified, sixty-five percent (65%) of the Unit's Fair Market Value (FMV) or Outright Price.
- **"Business Day"** means a day other than Friday, Saturday, or a public holiday in the United Arab Emirates.
- **"Capacity"** means Fleetcare's role in a transaction, as specified in the Order, which may be (i) Principal/Reseller (Fleetcare acquires and holds title to Goods or Services before resale to Customer); (ii) Broker (Fleetcare facilitates a transaction between Customer and a third-party supplier without holding title); or (iii) Procurement Agent (Fleetcare acts on Customer's behalf to source Goods or Services for a fixed fee or commission, without holding title).
- **"Certificate of Release to Service"** means a certificate issued by an approved maintenance organization confirming compliance with applicable aviation requirements (e.g., EASA Part-145, FAA standards) and release to service for the specified scope.
- **"Confidential Information"** means all information disclosed by one party to the other, including but not limited to technical data, pricing, business strategies, customer lists, and any information marked as confidential or reasonably understood to be confidential.
- **"Customer"** means the person or entity identified in the Order as the purchaser of Products or Services, acting during trade, business, or profession.
- **"Customer Data"** means all information, documents, specifications, materials, or data provided by Customer to Fleetcare, including but not limited to aircraft maintenance records, operational history, and regulatory filings.
- **"Customer Property"** means any aircraft, engine, component, documentation, tool, data, or technical record owned, leased, or operated by the Customer and placed in the care, custody, or control of Fleetcare or its Subcontractors for the purpose of the Agreement.
- **"Data Protection Laws"** means all Applicable Laws relating to the processing, privacy, and security of Personal Data, including but not limited to the DIFC Data Protection Law No. 5 of 2020 (as amended), the UK General Data Protection Regulation (UK GDPR), and any equivalent laws in relevant jurisdictions.
- **"Deliverables"** means all reports, analyses, matrices, checklists, questionnaires, corrective action plans, presentations, correspondence, and work products produced by Fleetcare.
- **"DIFC"** means the Dubai International Financial Centre.
- **"Dispute"** means any controversy, claim, or disagreement arising out of or relating to these Terms, an Order, or the relationship between the parties.
- **"Excusable Delay"** has the meaning set forth in Clause 10 (Force Majeure).
- **"Export Controls"** means all Applicable Laws governing the export, re-export, import, transfer, or use of Goods, Services, or technical data, including licensing requirements and sanctions.
- **"Export Regulations"** means any applicable export, import, re-export, trade control, anti-boycott, and sanction laws, regulations, orders, and requirements, including but not limited to those of the United Arab Emirates, the United States (EAR/ITAR), the United Kingdom, the European Union, and the United Nations Security Council.
- **"Fleetcare"** means Fleetcare Aviation Services & Trading LLC-DWC, a limited liability company registered in Dubai South (DWC), UAE.
- **"Force Majeure Event"** means any event beyond a party's reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, lockouts, pandemics, epidemics, government actions, supply chain disruptions, natural disasters, cyber-attacks, or regulatory changes; provided that such event could not have been reasonably anticipated or mitigated through commercially reasonable efforts.
- **"Goods" / "Parts" / "Products"** means any aircraft spare parts, components, rotables, consumables, equipment, materials, tools, or whole assets supplied, brokered, or sourced by Fleetcare under an Order.
- **"Incoterms 2020"** means the International Chamber of Commerce Incoterms rules as published in 2020.
- **"Intellectual Property Rights"** means all patents, trademarks, copyrights, trade secrets, know-how, designs, and other intellectual property rights, whether registered or unregistered.
- **"International Engagement"** means any Order involving parties, performance, or delivery outside the UAE, or where the Customer is not domiciled in the UAE.
- **"Liability Cap"** means the maximum aggregate liability of Fleetcare under any Order, as defined in Clause 11.3.
- **"Local Engagement"** means any Order where all parties, performance, and delivery are within the UAE.
- **"Losses"** means any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, revenue, data, goodwill, business opportunities, or increased costs.
- **"Order"** means a Purchase Order, Repair Order, Request for Services, Signed Proposal, quotation, proposal, statement of work ("SOW"), or work order ("WO") submitted by the Customer.
- **"Order Confirmation"** means the written confirmation issued by Fleetcare accepting and confirming the scope, price, and terms of the Customer's Order.
- **"Personal Data"** means any information relating to an identified or identifiable natural person, as defined under Data Protection Laws.
- **"Personal Data Breach"** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.
- **"Place of Performance"** means the location specified in the Order; if unspecified, Fleetcare's facility in Dubai South Business Park, Dubai World Central, UAE.

- **"Processing"** means any operation or set of operations performed on Personal Data, including collection, storage, use, disclosure, or deletion, as defined under Data Protection Laws.
- **"Services"** means the consulting, compliance, engineering, technical advisory, spare parts sale/brokerage/logistics, procurement support, audit, maintenance program development, technical representation, minor design activities, airworthiness review support, or other professional services provided by Fleetcare under an Order, as detailed in Part B.
- **"Subcontractor"** means any third party (including, but not limited to, MROs or OEM repair facilities) engaged by Fleetcare to perform any part of the Services or supply Products.
- **"Vicarious Agents"** means Fleetcare's employees, agents, Subcontractors, and representatives.

## 1.2. Interpretation and Precedence.

- a) **Precedence.** In the event of any conflict or inconsistency between the documents constituting the Agreement, the following order of precedence shall apply: (1) specific written terms in the Order Confirmation (but only to the extent they expressly override the Standard Terms), (2) the applicable Service Specific Schedule (Part B), and (3) these General Terms (Part A).
- b) **Exclusivity.** These Standard Terms, together with the Order Confirmation, constitute the entire agreement. Any terms, conditions, or stipulations contained in the Customer's Order, documentation, or correspondence are hereby expressly rejected and shall have no legal effect unless explicitly incorporated by reference and countersigned by an authorized director of Fleetcare.
- c) Headings are for convenience only and do not affect interpretation. References to statutes include amendments and re-enactments. Singular includes plural and vice versa. "Including" means "including without limitation." These Terms shall be interpreted in accordance with their plain meaning, with any ambiguities construed against the drafter only if unavoidable.

## 2. CONTRACT FORMATION AND CAPACITY

- 2.1. **Conclusion of Contract.** An Order shall only be binding upon Fleetcare when Fleetcare issues a formal Order Confirmation. Quotations are non-binding commercial invitations and are subject to prior sale and final regulatory screening. An Agreement is formed upon the earliest of: (a) written acceptance by the Customer; (b) commencement of Services by Fleetcare; (c) delivery of Goods; or (d) payment by the Customer.
- 2.2. **Variable Capacity of Fleetcare (Risk Allocation).** The Customer acknowledges that Fleetcare may act in three legally distinct capacities, which determines the application of warranties and liabilities:
  - a) As Principal / Reseller: Fleetcare takes title to the Products and sells them directly to the Customer (Schedule 3 applies).
  - b) As Broker: Fleetcare facilitates the transaction between a third-party and the Customer without taking title or assuming the third party's obligations (Schedule 3 applies).
  - c) As Procurement Agent / Service Provider: Fleetcare provides advice, engineering management, or acts as an agent to source goods/services on the Customer's behalf for a fee (Schedules 1, 2, or 4 apply).
- 2.3. The Customer's Order constitutes a binding offer, which lapses if not confirmed by Fleetcare within 14 Business Days. Fleetcare's confirmation is decisive for the scope, price, and terms; the Customer must object in writing within 7 Business Days of receipt, failing which the confirmation is deemed accepted.
- 2.4. Any pre-contractual advice, consultations, or representations by Fleetcare are non-binding and do not form part of the Order unless expressly incorporated in writing. Fleetcare assumes no liability for such unless arising from wilful misconduct or gross negligence.
- 2.5. These Terms apply to all future similar transactions between the parties without need for re-reference, unless modified in writing.
- 2.6. The Customer shall appoint a single authorized representative to issue instructions and approvals.

## 3. SCOPE OF GOODS AND SERVICES

- 3.1. The scope is as specified in Fleetcare's Order confirmation.
- 3.2. Services shall be performed in accordance with Fleetcare's quality standards, approved procedures, and Applicable Law.
- 3.3. When applicable, any entries in technical logs or certificates relate solely to the performed scope and do not imply overall airworthiness or compliance.
- 3.4. Differentiation by Capacity:
  - a) Principal/Reseller: Fleetcare acquires Goods or Services from third parties, holds title, and resells to Customer with full responsibility for quality, warranties, and delivery, subject to the limitations herein.
  - b) Broker: Fleetcare facilitates direct transactions between Customer and third-party suppliers, without holding title or assuming liability for quality, warranties, or performance; Customer contracts directly with the supplier.
  - c) Procurement Agent: Fleetcare acts solely as Customer's agent to source Goods or Services, for a fixed fee or commission; Customer funds all purchases, holds title, and assumes all risks from suppliers.
- 3.5. Fleetcare may subcontract any part of the Services without Customer consent but remains responsible for Subcontractors' performance only in Principal/Reseller Capacity; in Broker or Procurement Agent Capacity, no such responsibility applies.
- 3.6. Scope Control and Change Management. Fleetcare shall perform Services strictly in accordance with the agreed scope. Any change to scope, aircraft count, regulatory framework, depth of review, or onsite presence requires written agreement and may result in adjusted fees and timelines. Fleetcare may suspend affected Services pending agreement of revised scope.
- 3.7. Reliance and Sampling. Fleetcare may rely on information and records provided by the Customer and third parties. Unless expressly agreed, all audits, reviews, and assessments are conducted on a sampling basis consistent with aviation industry practice. Absence of findings does not constitute confirmation of full compliance.

## 4. CUSTOMER OBLIGATIONS AND COOPERATION

- 4.1. The Customer shall (each when applicable):
  - a) Provide accurate, complete, and timely Customer Data, including all necessary documents (e.g., maintenance records, export licenses, end-user statements).
  - b) Comply with all Applicable Law, including Export Controls and sanctions.
  - c) Maintain adequate insurance (e.g., hull all risks, aviation liability) naming Fleetcare as additional insured, with waivers of subrogation.
  - d) Notify Fleetcare immediately of any changes affecting performance (e.g., regulatory issues, sanctions status).
  - e) Bear all costs for customs clearance, duties, taxes, and compliance documentation.
  - f) Provide complete, accurate, and timely information, access to personnel, facilities, and systems.
  - g) Remain responsible for the accuracy of all data supplied and for coordination with third-party contractors.
- 4.2. Failure to comply excuses Fleetcare from performance delays or non-performance, entitles Fleetcare to terminate the Order, and requires Customer to reimburse all incurred costs.
- 4.3. The Customer retains ultimate responsibility for airworthiness, regulatory compliance, and use of Goods or Services, regardless of Fleetcare's Capacity. The Customer warrants that all information, technical data, maintenance logs, and records provided to Fleetcare are complete, accurate, genuine, and free from material error. The Customer shall bear all risk and expense arising from any inaccuracy or incompleteness of such data.
- 4.4. Fleetcare shall not be liable for delays or deficiencies caused by incomplete access or inaccurate information.

## 5. DELIVERY, RISK, AND RETENTION OF TITLE

- 5.1. Delivery Terms and Risk.
  - a) Delivery of all Products shall be Ex Works (EXW) Fleetcare's designated facility (Incoterms 2020) unless otherwise stipulated in the Order Confirmation (e.g., FCA, DAP).
  - b) Risk Transfer. Risk of loss, damage, or deterioration to the Products shall pass to the Customer upon Fleetcare placing the Products at the disposal of the Customer or the Customer's nominated carrier/forwarder at the EXW point. The Customer is responsible for arranging all insurance from that point onward.
  - c) Delivery dates are approximate and non-binding unless expressly confirmed as fixed. Fleetcare shall use reasonable efforts but is not liable for delays.
  - d) Partial deliveries are permitted if commercially reasonable and do not increase Customer costs.
  - e) In Broker or Procurement Agent Capacity, delivery terms are as agreed between Customer and third-party supplier; Fleetcare bears no responsibility.

- 5.2. Customer must collect Goods or redelivered items within 3 Business Days of notice. Failure incurs storage fees at Fleetcare's prevailing rates (minimum 0.5% of Order value per week, capped at 10%).
- 5.3. Retention of Title (Reseller Model).
- Vesting. Title to Products sold by Fleetcare in its capacity as Principal/Reseller shall remain vested in Fleetcare until Fleetcare has received payment in full in cleared funds for (i) the Products themselves, and (ii) all other sums due from the Customer to Fleetcare under any Agreement.
  - Fiduciary Obligation. Until title passes, the Customer shall hold the Products as Fleetcare's fiduciary agent and bailee, storing them separately from other goods and clearly marking them as Fleetcare's property. If the Customer sells the Products before title passes, the Customer shall hold the proceeds of sale on trust for Fleetcare.
  - Repossession. Fleetcare shall have the irrevocable right to enter any premises where the Products are stored to repossess them if payment is overdue or if the Customer breaches this Clause.
- 5.4. Brokerage and Agency Title. Where Fleetcare acts as Broker or Procurement Agent, Fleetcare shall not acquire title to the Products. Title shall pass directly from the third-party supplier/principal to the Customer in accordance with the terms of that separate transaction. Fleetcare assumes no liability for defects in title in this capacity.
- 5.5. Deliverables shall be issued in accordance with the agreed milestones. The Customer shall review Deliverables within ten (10) business days. Deliverables are deemed accepted if: (a) accepted in writing; (b) submitted to a regulator; (c) used operationally; or (d) no material non-conformance notice is issued within the review period. Unless otherwise expressly mentioned in the Order written confirmation, Fleetcare's sole obligation for non-conforming Deliverables is correction within a reasonable time.

## 6. INSPECTION AND ACCEPTANCE

- 6.1. Inspection and Defect Notice. The Customer shall perform a diligent inspection of all Products (including documentation) immediately upon delivery and Services deliverables (including reports/drawings) upon receipt.
- 6.2. Acceptance Deemed. Acceptance shall be deemed complete and irrevocable unless the Customer provides a detailed written "Discrepancy Notice" specifying the non-conformity to Fleetcare within five (5) calendar days for Products and ten (10) calendar days for Services deliverables.
- 6.3. Waiver. Failure to provide a Discrepancy Notice within the stipulated timeframe constitutes the Customer's unqualified acceptance of the Products and/or Services, waiving all rights to later claim non-conformity discoverable by reasonable inspection.
- 6.4. Customer must inspect Goods/Services upon receipt and notify defects in writing within 7 Business Days (apparent) or 30 days (latent). Failure deems acceptance. Acceptance is irrevocable, no rejection post-acceptance except for latent defects under warranty.
- 6.5. Fleetcare may charge for inspections if no defect found.

## 7. PRICES, INVOICING, AND PAYMENT

- 7.1. Prices and Taxation.
- Prices are exclusive of all taxes, duties, levies, fees, tariffs, customs charges, and similar government assessments. All such charges shall be the sole responsibility of the Customer.
  - Withholding Tax. If the Customer is compelled by law to withhold or deduct any amount from a payment due to Fleetcare, the Customer shall increase the sum payable (gross-up) by such an amount as is necessary to ensure that Fleetcare receives the full net amount stated in the invoice as if no such deduction had been made. Proof of payment of the withheld amount to the relevant tax authority must be provided to Fleetcare within thirty (30) days.
- 7.2. Payment Terms and Currency.
- All prices and payments shall be in United States Dollars (USD) unless specified otherwise.
  - Payment terms: Payments shall be performed according to the Order, upon Order confirmation; balance due prior to delivery or performance, unless credit terms are approved in writing. Payments in (USD) unless specified otherwise, via wire transfer, without deduction, set off, or retention unless the counterclaim is undisputed or judicially determined.
  - All payments must be made free and clear of any set-off, counterclaim, or deduction whatsoever.
- 7.3. Late Payment and Lien.
- Interest. Unless otherwise specified If payment is not received by the due date, Fleetcare shall be entitled at its own discretion to charge interest on the overdue sum at a rate of one and a half per cent (1.5%) per month (compounded monthly) or the maximum rate permitted by the Governing Law, whichever is lower, calculated daily from the due date until the date of full and cleared payment.
  - Suspension. Fleetcare reserves the right, upon written notice, to immediately suspend performance of all Services, withhold all deliveries, and deny access to. Furthermore, under any Order or Agreement between the Parties.
- 7.4. In Procurement Agent Capacity, unless otherwise agreed, Customer must fund all supplier payments in advance; Fleetcare's fee is payable upon sourcing completion.
- 7.5. Price adjustments: Fleetcare may adjust for cost increases (e.g., supplier prices, exchange rates, regulatory changes) exceeding 5%, with notice; Customer may terminate if adjustment exceeds 10%.

## 8. WARRANTIES AND DISCLAIMER

- 8.1. Services Warranty. Fleetcare warrants that all Services provided under this Agreement will be performed with reasonable skill and care by appropriately qualified personnel in accordance with sound and recognised professional aviation industry practices. The warranty period for Services shall be ninety (90) days from the date of completion, unless otherwise specified in Part B or the Order confirmation.
- 8.2. Product Warranty (Reseller). Where Fleetcare acts as Principal/Reseller, the warranty is limited to:
- Products being free from material defects in workmanship and material at the time of delivery; and
  - Fleetcare assigning to the Customer the unexpired portion of the OEM, MRO, or Subcontractor, Supplier warranty, which shall constitute the sole warranty given by Fleetcare.
- 8.3. Warranty Exclusions (General). The warranties under Clause 8.1 and 8.2 shall be immediately voided if the defect or failure is caused by:
- Improper storage, maintenance, installation, or repair by parties other than Fleetcare or its approved Subcontractors.
  - Misuse, neglect, accident, abnormal operating conditions, or operation outside published specifications; or
  - The Customer's failure to implement Fleetcare's advice or instructions in a timely and professional manner.
  - No warranty for (i) defects caused by Customer Data errors, misuse, alterations, or non-compliance with instructions; (ii) provisional or interim Services; (iii) third-party Goods/Services in Broker or Procurement Agent Capacity (pass-through only).
- 8.4. Warranty Disclaimer (Broker/Agent Model). Where Fleetcare acts as Broker or Procurement Agent, the Products and/or third-party Services are provided "AS IS, WHERE IS" with all faults. Fleetcare explicitly disclaims and excludes all warranties, conditions, and representations, whether express, implied, statutory, or arising by course of dealing, usage, or trade, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.
- 8.5. Remedy. Fleetcare's sole obligation is re-performance or repair/replacement at its discretion, at Place of Performance. Customer must notify defects in writing within 30 days of discovery and return items within additional 30 days, at Customer's risk and expense.
- 8.6. No implied warranties (e.g., merchantability, fitness for purpose) apply. In Broker/Procurement Agent Capacity, warranties are limited to facilitating supplier claims; no direct Fleetcare warranty.
- 8.7. Differentiation by Capacity: In Principal/Reseller, full warranty applies; in Broker/Procurement Agent, none beyond pass-through.
- 8.8. Customer warrants that all Customer Data is accurate, non-infringing, and compliant with Applicable Law; indemnifies Fleetcare for breaches.
- 8.9. No guarantee is given regarding regulatory approval, audit outcomes, or operational acceptance.

## 9. EXPORT CONTROL AND SANCTIONS

- 9.1. Full Compliance. Each Party shall strictly comply with all applicable Export Regulations.
- 9.2. Customer Responsibility. The Customer shall be the importer of record and exporter of record (for returns) and is solely responsible for obtaining and maintaining all necessary government licenses, permits, and authorisations required for the importation, re-export, and end-use of the Products or Services. Customer warrants it is not sanctioned, denied, or debarred; provides end-user statements, classifications (e.g., ECCN, HS codes), and documentation upon request.
- 9.3. Warranty Against Sanctioned Parties. The Customer represents and warrants that:

- a) It is not a Sanctioned Person (a person or entity that is the target of any Sanctions).
- b) The Products or Services will not be used, directly or indirectly, in a comprehensively Sanctioned country (e.g., Iran, North Korea, Cuba, or the Crimean region) or for any Prohibited End Use (e.g., military end-use in restricted jurisdictions) without express written authorisation from the relevant government authorities.
- c) No re-export to prohibited countries (e.g., Russia, Belarus, Iran, Cuba) or for prohibited uses (e.g., military end-use in restricted jurisdictions) without licenses. Customer indemnifies Fleetcare for breaches.

9.4. **Termination Right.** Fleetcare shall have the immediate right to suspend performance, cancel any Order, or terminate this Agreement without liability or penalty to the Customer if:

- a) Fleetcare, in its sole discretion, determines that the performance of the Agreement would violate any Export Regulations or expose Fleetcare to a material risk of non-compliance; or
- b) The Customer breaches any representation or warranty in this Clause 9.
- c) Fleetcare may refuse performance if Export Controls prohibit or if licenses are denied/revoked; no liability for resulting delays or terminations.

9.5. Customer bears all costs for compliance, including licenses and audits.

9.6. In Broker/Procurement Agent Capacity, Customer assumes primary compliance responsibility.

## 10. FORCE MAJEURE (EXCUSABLE DELAY)

10.1. **Definition.** Fleetcare shall not be liable for any failure or delay in performance resulting from an Excusable Delay, which is defined as any cause or circumstance beyond Fleetcare's reasonable control, including, but not limited to: Acts of God; war; civil unrest; epidemic, pandemic, or public health emergencies; compliance with any law, governmental order, rule, or regulation; port congestion or labour strikes; denial, refusal, or revocation of any export or import licence; failures or delays caused by third-party manufacturers, Subcontractors, or carriers; or shortage of energy or essential materials. Provided prompt notice is given and mitigation efforts undertaken.

10.2. **Effect.** In the event of an Excusable Delay:

- a) The delivery or performance date shall be extended by a period equal to the duration of the delay.
- b) Fleetcare shall be entitled to renegotiate the commercial terms, including the price, to account for significant unforeseen increases in the cost of performance directly attributable to the Excusable Delay.
- c) If the Excusable Delay persists for a continuous period exceeding ninety (90) days, either Party may terminate the affected portion of the Order upon written notice, without liability for non-performance.
- d) Fleetcare is excused from performance pro rata; Customer pays for performed portions.

10.3. Force Majeure does not excuse payment obligations or Customer compliance with Export Controls.

## 11. LIABILITY AND INDEMNITY

11.1. **Exclusion of Consequential Damages (Multi-Layered).** Notwithstanding anything to the contrary in this Agreement, and to the fullest extent permitted by law, Fleetcare shall not be liable for any indirect, special, incidental, or consequential damages whatsoever, including, but not limited to:

- a) Loss of profits, revenue, or business opportunity;
- b) Loss of use, interrupted use, or Aircraft on Ground (AOG) damages;
- c) Cost of capital, financing charges, or premiums;
- d) Cost of substitute goods, services, or facilities;
- e) Loss of data or documentation; or
- f) Claims of the Customer's customers or third parties.

This exclusion applies regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if Fleetcare has been advised of the possibility of such damages.

11.2. Fleetcare excludes liability for simple negligence unless breaching material obligations (essential to contract purpose). Even then, limited to foreseeable, typical direct damages.

11.3. **Liability Cap.** Fleetcare's total aggregate liability for all claims, losses, costs, and damages arising out of or in connection with a specific Order, whether arising in contract, tort (including negligence), or otherwise, shall in no event exceed one hundred per cent (100%) of the net amount paid by the Customer to Fleetcare for the specific Products or Services giving rise to the claim. In Broker/Procurement Agent Capacity, capped at Fleetcare's fee/commission.

11.4. **Gross Negligence and Fraud.** Nothing in this Agreement shall operate to exclude or limit Fleetcare's liability for death or personal injury resulting from its own negligence, or for fraud or wilful misconduct, or any other liability which cannot be excluded or limited by the Governing Law.

11.5. **Time bar:** Claims barred after 12 months from cause arising.

11.6. **Aviation-specific:** No liability for airworthiness beyond performed scope; Customer assumes all operational risks.

11.7. **Customer Indemnity.** The Customer shall indemnify, defend, and hold harmless Fleetcare, its Affiliates, Vicarious Agents, directors, officers, employees, and Subcontractors from all Losses arising out of or relating to:

- a) Customer breaches, negligence, or wilful misconduct.
- b) Third-party claims related to Goods/Services use, including infringement, defects, or non-compliance.
- c) Export Control violations or supplier failures (especially in Broker/Procurement Agent Capacity).
- d) Inaccurate or incomplete Customer Data.
- e) The Customer's breach of its airworthiness responsibility.
- f) The Customer's misuse, operation, or installation of the Products or Services.

11.8. Indemnity is multi-layered: Survives termination; includes legal fees, settlements (with Fleetcare consent), and judgments; Customer controls defence but Fleetcare may participate at own cost.

11.9. No indemnity from Fleetcare to Customer except for wilful misconduct in Principal/Reseller Capacity.

## 12. INSURANCE

12.1. Customer shall maintain, at its expense:

- a) Comprehensive aviation liability insurance.
- b) Hull all risks/property insurance for Aircraft/Goods (waiving subrogation against Fleetcare).
- c) Product liability insurance.

12.2. Where applicable, (e.g. Engine loan or lease) Policies name Fleetcare as additional insured; evidence provided upon request. Failure allows Fleetcare to procure at Customer's expense.

12.3. In Broker/Procurement Agent Capacity, additional coverage for supplier risks required.

## 13. INTELLECTUAL PROPERTY RIGHTS

13.1. Fleetcare retains all Intellectual Property Rights in deliverables, data, and materials created or provided. Customer granted limited, non-exclusive, revocable license for internal use only.

13.2. Fleetcare retains all pre-existing intellectual property, methodologies, and know-how. Upon full payment, the Customer receives a non-exclusive, non-transferable, internal-use license for Deliverables.

13.3. Customer indemnifies Fleetcare for infringement claims arising from Customer Data or specifications.

13.4. No reverse engineering, copying, or disclosure without consent.

## 14. CONFIDENTIALITY

14.1. Each party shall treat the other's Confidential Information as strictly confidential, using it solely for Order performance and not disclosing without consent, except as required by Applicable Law.

14.2. Obligations survive 5 years post-termination.

14.3. Breach entitles injunctive relief without proving irreparable harm.

## 15. DATA PROTECTION

- 15.1. **Compliance with Data Protection Laws:** Each party shall comply with all Data Protection Laws in relation to any Personal Data Processed under these Terms or an Order. The Customer warrants that any Personal Data provided to Fleetcare (including in Customer Data) has been collected and transferred in compliance with Data Protection Laws, with all necessary consents, notices, and lawful bases obtained. The Customer indemnifies Fleetcare against all Losses arising from any breach of this warranty.
- 15.2. **Roles and Scope:** To the extent Fleetcare Processes Personal Data on behalf of the Customer in providing Services (e.g., employee details in consulting or technical advisory), the Customer shall be the data controller and Fleetcare the data processor. The subject matter, duration, nature, and purpose of Processing shall be as specified in the Order or these Terms; types of Personal Data include contact details, professional qualifications, and operational data; categories of data subjects include Customer employees, representatives, and end-users. Fleetcare shall Process Personal Data only for the purposes of performing the Services and fulfilling its obligations under the Order.
- 15.3. **Processor Obligations:** Fleetcare shall: (i) Process Personal Data only on the Customer's documented written instructions (including with respect to transfers), unless required otherwise by Applicable Law (in which case Fleetcare shall notify the Customer beforehand where permitted); (ii) ensure that all personnel authorized to Process Personal Data are bound by confidentiality obligations; (iii) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including pseudonymization, encryption, access controls, regular testing, and resilience against breaches, taking into account the nature of Processing and risks to data subjects; (iv) not engage any Subcontractor to Process Personal Data without the Customer's prior general written authorization (which may be granted or withheld at Customer's discretion; Fleetcare shall inform Customer of intended changes to Subcontractors, allowing objection; any Subcontractor contracts shall impose equivalent obligations, and Fleetcare remains fully liable for Subcontractors' compliance); (v) assist the Customer, at Customer's cost, in responding to data subjects' rights requests (e.g., access, rectification, erasure, restriction, portability, objection) by providing appropriate measures; (vi) assist the Customer, at Customer's cost and considering the nature of Processing, with obligations under Data Protection Laws regarding security, breach notifications, data protection impact assessments, and prior consultations with supervisory authorities; (vii) notify the Customer without undue delay (and in any event within 48 hours) after becoming aware of a Personal Data Breach, providing details of the breach, affected data, and mitigation steps; (viii) at the end of the Services or upon termination, at Customer's choice and cost, delete or return all Personal Data and delete existing copies unless storage is required by Applicable Law (with secure isolation until deletion); (ix) make available to the Customer all information necessary to demonstrate compliance with this Clause 15, and allow for and contribute to audits or inspections by the Customer or its appointed auditor (at Customer's cost, upon reasonable notice, not more than once per year, and subject to confidentiality).
- 15.4. **International Transfers:** Fleetcare shall not transfer Personal Data outside the DIFC (for Local Engagements) or the UK/EEA (for International Engagements) without the Customer's prior written consent and appropriate safeguards in place, such as DIFC Standard Contractual Clauses, UK International Data Transfer Agreements, or adequacy decisions. The Customer shall ensure any such transfers comply with Data Protection Laws and indemnifies Fleetcare for any non-compliance.
- 15.5. **Records and Cooperation:** Fleetcare shall maintain records of Processing activities as required by Data Protection Laws. Upon request, Fleetcare shall cooperate with the Customer in relation to any inquiries or investigations by supervisory authorities.
- 15.6. **Liability and Indemnity:** Fleetcare's liability for breaches of this Clause 15 is subject to the Liability Cap in Clause 11. The Customer shall indemnify Fleetcare against all Losses arising from (i) inaccurate or unlawful instructions; (ii) Customer's failure to comply with Data Protection Laws; or (iii) third-party claims related to Personal Data provided by Customer. This Clause 15 survives termination.
- 15.7. **Differentiation by Capacity:** In Broker or Procurement Agent Capacity, Fleetcare assumes no processor role; the Customer retains full responsibility for any Personal Data shared with third parties and indemnifies Fleetcare accordingly.

## 16. TERMINATION

- 16.1. **Termination for Default by Fleetcare.** Fleetcare may terminate the Agreement or any Order immediately upon written notice if:
- The Customer fails to pay any amount when due and remains in default for seven (7) calendar days after receiving written notice of non-payment.
  - The Customer breaches any material term of the Agreement (other than payment) and fails to remedy such breach within thirty (30) days of receiving written notice.
  - The Customer becomes insolvent, files for bankruptcy, enters liquidation, or suffers any similar event that materially impairs its ability to perform.
  - A breach of Clause 9 (Export Control and Sanctions) occurs.
  - The Customer fails to provide required data or funding.
- 16.2. Customer may terminate for Fleetcare's material breach, after 30 days' cure notice.
- 16.3. **Consequences of Termination.**
- Accrued Rights. Termination shall not affect the rights and obligations of the Parties accrued prior to termination.
  - Payment on Default. Upon termination for Customer default, all amounts invoiced or accrued but not yet invoiced shall become immediately due and payable.
  - Deposit Retention. Fleetcare shall be entitled to retain any deposits or advance payments made by the Customer as a fair estimate of liquidated damages (not as a penalty) covering Fleetcare's committed costs and lost profit.
  - Upon termination: Customer pays for performed work; returns Confidential Information; Fleetcare retains liens on Goods until payment.
- 16.4. No liability for termination Losses; accrued rights survive.

## 17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1. **Dual Jurisdiction Framework.** This Clause sets forth the exclusive method for resolving all disputes arising under or in connection with this Agreement:
- UAE/Local Engagements (DIFC).** Where the Order is performed wholly within the UAE or involves a Customer registered in the UAE, the Agreement shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC). Any dispute, controversy, or claim arising out of or in connection with the Agreement, including its existence, validity, interpretation, performance, breach, or termination, shall be subject to the exclusive jurisdiction of the DIFC Courts.
  - International Engagements (English Law / LCIA).** In all other cases (cross-border transactions, non-UAE registered Customers), the Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute shall be referred to and finally resolved by arbitration under the LCIA Rules (London Court of International Arbitration), which Rules are deemed to be incorporated by reference into this clause.
    - Arbitrators: The number of arbitrators shall be one.
    - Seat: The seat, or legal place, of arbitration shall be London, England.
    - Language: The language to be used in the arbitral proceedings shall be English.
- 17.2. **Waiver of Immunity.** The Customer irrevocably waives any right to claim sovereign or other immunity from suit, execution, attachment, or other legal process in any jurisdiction for itself or its assets.
- 17.3. Prevailing party recovers costs, including attorneys' fees.

## 18. ANTI-BRIBERY AND ANTI-CORRUPTION

- 18.1. **Compliance Obligation.** Each Party undertakes that, at the date of the entering into force of the Agreement, it, its directors, officers, or employees have not offered, promised, given, authorised, solicited, or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents, or any other third parties, subject to its control or determining influence, from doing so.
- 18.2. **Incorporation of ICC Rules.** The Parties agree that at all times in the performance of their obligations under the Agreement and after its termination they will comply with and take reasonable measures to ensure that their subcontractors, agents, or other third parties, subject to their control or determining influence, will comply with the ICC Rules on Combating Corruption 2023, which is deemed to be incorporated by reference in the Agreement, as if written out in the Agreement in full.
- 18.3. **Conflict of Interest.** Each Party declares that it has no conflict of interest in the execution of the Agreement and undertakes to inform the other Party without delay if such a conflict of interest arises during the term of the Agreement.
- 18.4. **Breach and Remedies.** In the event that a Party is provided with reasonable evidence of a material or repeated breach of Clause 18.1 or Clause 18.2 by the other Party, the first Party may require the other Party to take remedial action within a reasonable time. If the breach is not remedied within the time stipulated or if remedial action is not possible, the breaching Party may defend itself by proving that it had taken adequate preventive measures comparable to those described in Article 11 of the ICC Rules on Combating Corruption 2023. If no remedial action is taken or, as the case may be, the defence is not effectively proven, the first Party may, at its

discretion, either suspend the Agreement or terminate it, provided that all amounts contractually due at the time of suspension or termination will remain payable, as far as permitted by Applicable Law. In the event of suspension, the first Party may require the other Party to take remedial action within a reasonable time. If the breach is not remedied within the time stipulated, the first Party may terminate the Agreement.

- 18.5. Audit and Reporting. Each Party shall maintain accurate records of all transactions related to the Agreement and, upon reasonable notice, allow the other Party or its auditors to inspect such records to verify compliance with this Clause 18. Each Party shall promptly report to the other any suspected or actual breach of this Clause 18.
- 18.6. Indemnity. The Customer shall indemnify, defend, and hold harmless Fleetcare against all Losses arising from any breach of this Clause 18 by the Customer, its Affiliates, or any third parties under its control.
- 18.7. Survival. This Clause 18 shall survive termination or expiration of the Agreement.
- 18.8. Disputes. Any dispute arising out of or in connection with this Clause 18 shall be resolved in accordance with Clause 17.

#### **19. GENERAL PROVISIONS**

- 19.1. Assignment. The Customer may not assign, transfer, or subcontract its rights or obligations under the Agreement without the prior written consent of Fleetcare. Fleetcare may assign its rights or delegate its obligations to any Affiliate or financing institution without the Customer's consent.
- 19.2. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed, and the remainder of the Agreement shall remain in full force and effect, to be replaced by a valid, legal, and enforceable provision that reflects the intent of the original provision as closely as possible.
- 19.3. Waiver: No waiver unless written; no continuing waiver.
- 19.4. Notices: In writing, via email or courier, effective on receipt.
- 19.5. Third-Party Rights: No enforcement by third parties.
- 19.6. Compliance: Both parties comply with anti-bribery, anti-corruption, and Data Protection Laws.

## PART B: SERVICE-SPECIFIC SCHEDULES

These Schedules apply in addition to Part A for the specified Services. In conflicts, the Schedule prevails for that Service.

### SCHEDULE 1: CONSULTING & COMPLIANCE SERVICES

This Schedule governs all advisory, auditing, regulatory compliance, technical documentation review, and lease return preparation Services.

#### 1. SCOPE AND NATURE OF SERVICE

- 1.1. Scope Limit. The scope of Consulting Services is strictly limited to the written tasks, milestones, and deliverables defined in the Order. Fleetcare is not responsible for advising on matters outside the defined scope.
- 1.2. Documentation Basis. Fleetcare's findings and recommendations are based solely on the data, documents, and representations provided by the Customer. Fleetcare shall not be obligated to independently verify or validate the airworthiness status, historical records, or regulatory compliance of Customer Property unless a specific, separate audit scope is explicitly ordered.
- 1.3. Professional Advice Only. The Service constitutes the provision of professional advice and technical expertise. Fleetcare is not responsible for the implementation, execution, or commercial consequence of its advice, nor does it assume any role as an operator, maintenance organisation, or regulatory post-holder for the Customer.
- 1.4. Reliance on Customer Data: Fleetcare relies solely on Customer Data's accuracy and completeness; no independent verification. Customer indemnifies for errors or omissions.
- 1.5. Capacity Differentiation:
  - a) Principal/Reseller: Full advisory responsibility, subject to limitations.
  - b) Broker/Procurement Agent: Facilitation only; no liability for third-party advice.

#### 2. REPRESENTATIONS AND NO GUARANTEE

- 2.1. Accuracy of Input. The Customer warrants that all technical records, compliance statements, historical data, and maintenance logs provided to Fleetcare are accurate, complete, legible, and genuine.
- 2.2. No Guarantee of Outcomes: Fleetcare provides advice in good faith but guarantees no specific regulatory approvals, outcomes, or efficiencies. Customer retains sole responsibility for implementation and authority interactions.
- 2.3. Fee Basis. Fees for Consulting Services are payable regardless of the outcome of the Customer's use of the advice, provided Fleetcare has performed the Services in accordance with the standard of care in Clause 8.1 (Part A).

#### 3. LIMITATION OF LIABILITY AND REMEDY

- 3.1. Remedies: Sole remedy for defects is re-performance within reasonable time; no damages unless wilful misconduct.
- 3.2. Liability: Capped at 100% of fees; no liability for regulatory fines or denials. Notwithstanding Clause 11.2 of Part A, Fleetcare's aggregate liability under this Schedule 1 shall be further limited to the lesser of: (i) the fees paid to Fleetcare for the specific Consulting Service that gave rise to the claim.

### SCHEDULE 2: ENGINEERING & TECHNICAL ADVISORY SERVICES

This Schedule governs Services relating to Continued Airworthiness Management (CAMO support), maintenance program development, technical representation, minor design activities, and airworthiness review support.

#### 1. SCOPE AND NATURE OF SERVICE

- 1.1. Scope: Includes engineering analysis, technical advice, design support, airworthiness assessments, and related advisory.
- 1.2. Capacity Differentiation:
  - a) Principal/Reseller: Warranties apply to Fleetcare's work.
  - b) Broker/Procurement Agent: Pass-through from third parties; Customer assumes design risks.

#### 2. AIRWORTHINESS AND CUSTOMER CONTROL

- 2.1. Non-Delegable Responsibility. Fleetcare is strictly an independent contractor providing technical support. The Customer retains full and non-delegable statutory responsibility for:
  - a) The continued airworthiness of its aircraft, engines, and components.
  - b) Compliance with all regulatory mandates (ADs, SBs, etc.).
  - c) The ultimate approval and integration of Fleetcare's advice or documentation into the Customer's maintenance or CAMO system.
- 2.2. Customer Retention of Responsibility: Customer retains ultimate responsibility for airworthiness, design approvals, and implementation. Fleetcare's advice does not transfer liability, no overall airworthiness certification.
- 2.3. Acceptance of Design. If the Service includes design activities (e.g., non-major modifications or repair schemes), Fleetcare warrants that the documentation adheres to the relevant technical standard. However, the Customer is solely responsible for obtaining formal regulatory approval (e.g., Supplemental Type Certificate, Form 8110-3, or equivalent) before implementation. Fleetcare shall not be liable if the relevant authority rejects the design.

#### 3. SCOPE OF REPRESENTATION

- 3.1. Technical Representation. Where Fleetcare provides technical representation (e.g., during a maintenance visit at a third-party MRO), Fleetcare's authority is limited to what is expressly delegated in writing. Fleetcare is acting as the Customer's eyes and ears and not as the decision-maker for major scope changes or financial commitments unless specific written authority is granted by the Customer for each change.
- 3.2. MRO Risk. Fleetcare shall not be liable for the performance, quality of work, warranty claims, or contractual breaches of the third-party MRO or facility being represented. Fleetcare's liability is limited to its own failure to exercise reasonable diligence in observing and reporting technical issues.

#### 4. WARRANTIES, REMEDY, AND LIMITATION

- 4.1. Re-Performance as Sole Remedy: For defects in advice, sole remedy is re-performance or correction; Customer must provide access and data. No damages or rescission.
- 4.2. Warranty Duration. The Services Warranty for Engineering deliverables shall expire automatically after one hundred and eighty (180) days from the date of final delivery of the associated documentation, report, or finding, regardless of when the Customer implements the advice.
- 4.3. Exclusions: No warranty for outcomes based on Customer Data or external factors (e.g., authority approvals).
- 4.4. Liability: Excludes consequential Losses from design implementation; cap at 150% of fees.

### **SCHEDULE 3: SPARE PARTS SALE, BROKERAGE, AND LOGISTICS**

This Schedule governs all transactions involving the supply, sale, or brokering of Products.

#### **1. SCOPE AND NATURE OF SERVICE**

- 1.1. Scope: Sale, brokerage, exchange, loan, or logistics of spare parts, components, or equipment.
- 1.2. Title Transfer Differentiation:
  - a) Principal/Reseller: Title passes EXW upon full payment; risk from handover.
  - b) Broker: No title held by Fleetcare; direct transfer from supplier to Customer.
  - c) Procurement Agent: Title vests directly in Customer; Fleetcare facilitates only.
- 1.3. EXW Risk Transfer: Delivery EXW; Customer bears transport, insurance, and customs risks/costs.
- 1.4. Documentation: Customer provides traceability, non-incident statements, and life-limited records; non-compliance incurs fees or rejection.

#### **2. SALE AND PRODUCT SPECIFICATION (PRINCIPAL/RESELLER)**

- 2.1. Product Condition and Certification. Products supplied by Fleetcare as Principal/Reseller shall conform to the condition specified in the Order (e.g., NE, OH, AR). Fleetcare warrants that certified Products will be accompanied by the specified airworthiness release certificate (e.g., EASA Form 1, FAA 8130-3, or equivalent) valid at the time of delivery.
- 2.2. Traceability. Fleetcare warrants that certified Products have full, clear, non-incident, and non-suspect historical traceability as required by the industry standard for the condition specified. Fleetcare shall not be liable for hidden or latent historical defects in traceability or documentation that were not reasonably discoverable by diligent industry standards at the time of procurement.

#### **3. BROKERAGE CAPACITY (AS IS, WHERE IS)**

- 3.1. Limitation of Liability (Broker). Where Fleetcare acts as Broker, the Customer acknowledges that Fleetcare provides no warranty, express or implied, as to the condition, airworthiness, title, or fitness for purpose of the Products.
- 3.2. Exclusive Recourse. In a Brokerage transaction, the Customer's sole recourse for any claim related to the Products (including defects, non-delivery, or warranty) shall be directly against the third-party supplier or MRO. The Customer explicitly waives any right to claim against Fleetcare in its capacity as Broker, except for claims of gross negligence or wilful misconduct by Fleetcare in the brokering process itself.

#### **4. PRODUCT WARRANTY AND EXCLUSIVE REMEDY**

- 4.1. Pass-Through Warranties: In all Capacities, manufacturer/supplier warranties passed through; no additional Fleetcare warranty in Broker/Agent. For exchanges/loans, core returns within 21 days; non-compliance converts to outright sale at premium price.
- 4.2. Warranty Period (Reseller). The warranty period for Products supplied by Fleetcare in its capacity as Principal/Reseller is the unexpired portion of the original OEM or certified repair shop warranty, but in no event shall it extend beyond twelve (12) months from the date of shipment or six (6) months from the date of installation, whichever occurs first.
- 4.3. Exclusive Remedy. In the event of a valid breach of warranty, Fleetcare's liability and the Customer's exclusive remedy shall be limited, at Fleetcare's sole option, to one of the following: (i) Repair or replacement of the non-conforming Product, or (ii) issuance of a credit note for the original purchase price paid for the specific non-conforming Product.
- 4.4. Return Procedure. No Product may be returned without a prior written Return Material Authorisation (RMA) issued by Fleetcare. Warranty claims must be made in writing within seven (7) days of discovery of the defect and within the warranty period.
- 4.5. Liability: No liability for counterfeit parts unless Fleetcare's gross negligence in Principal Capacity; Customer indemnifies for use-related claims.

#### **5. LOGISTICS AND RISK MITIGATION**

- 5.1. Export/Import Risk. The Customer is responsible for and indemnifies Fleetcare against any delay or loss resulting from the Customer's failure to obtain necessary import/export licenses or permits, or from regulatory inspection, seizure, or detention of the Products by governmental authorities.
- 5.2. Carrier Selection. If Fleetcare selects the carrier on behalf of the Customer (even on prepaid terms), Fleetcare is acting as the Customer's agent for that limited purpose. Fleetcare shall not be liable for the carrier's performance, transit delays, or damage occurring after the risk has passed.

### **SCHEDULE 4: PROCUREMENT SUPPORT AND SOURCING**

This Schedule governs engagements where Fleetcare acts solely as the Customer's outsourced procurement function.

#### **1. SCOPE AND NATURE OF SERVICE**

- 1.1. Scope: Sourcing, negotiation, and support for Goods/Services from third parties.
- 1.2. Capacity: Exclusively Procurement Agent; no warranties beyond facilitation.

#### **2. AGENCY STATUS AND LIABILITY**

- 2.1. Explicit Agency. Where this Schedule applies, Fleetcare always acts as the disclosed agent of the Customer. All obligations, liabilities, and warranties arising from third-party contracts (e.g., Purchase Orders placed with suppliers) are the responsibility of the Customer as the Principal.
- 2.2. Strict Agency Status: Fleetcare acts solely as Customer's agent; no title or risk assumption. Customer authorizes actions but retains control.
- 2.3. Authority. The Customer must provide Fleetcare with explicit, written authority (including commercial parameters and budget limits) prior to Fleetcare placing any order on the Customer's behalf. Fleetcare shall not be liable for exceeding authority if done to mitigate an unforeseen AOG or emergency, provided Fleetcare attempts prior contact with the Customer.

#### **3. FUNDING AND INDEMNITY (AGENCY SPECIFIC)**

- 3.1. Customer Funding Requirement: Customer funds all purchases in advance; Fleetcare's fee (fixed or commission) payable upon completion.
- 3.2. The Customer shall ensure that sufficient funds are made available to Fleetcare or the third-party supplier in advance to cover the full cost of the procured goods or services, including any deposits, freight, taxes, and duties.
- 3.3. Indemnity for Supplier Failure: Customer indemnifies Fleetcare for all Losses from supplier defaults, non-performance, or disputes; no Fleetcare liability. The Customer shall fully indemnify, defend, and hold harmless Fleetcare against any and all losses, claims, and expenses incurred by Fleetcare (including legal fees) as a result of:
  - a) The Customer's failure to honour the financial terms of a third-party contract placed by Fleetcare on its behalf.
  - b) Any third-party supplier bringing a claim against Fleetcare for payment or non-performance, provided Fleetcare acted within the scope of the authority granted.
  - c) The ultimate failure of the third-party supplier to deliver the correct product, provided Fleetcare acted with reasonable diligence in the selection process.

#### **4. PERFORMANCE WARRANTY (PROCESS ONLY)**

- 4.1. Sole Warranty. Fleetcare's sole warranty under this Schedule is that it will use commercially reasonable efforts and exercise professional due diligence in the sourcing process, including (i) identifying reputable suppliers, (ii) negotiating purchase terms consistent with Customer instructions, and (iii) managing the administrative aspects of the Purchase Order.
- 4.2. Exclusion of Goods Liability. Fleetcare makes no warranty regarding the quality, compliance, airworthiness, or delivery schedule of the goods or services procured under this Schedule, as these risks remain solely with the Customer as the Principal in the third-party transaction.
- 4.3. Liability: Capped at fee amount; excludes all supplier-related risks.

*END OF STANDARD TERMS AND CONDITIONS*