

STANDARD GENERAL TERMS OF CONSULTING SERVICES

Version 1.0
Effective as of [22 July 2026]

These Standard General Terms of Consulting Services ("Terms") are issued by [Wings & Fairings Aviation Consultancy CO. LLC], a company duly incorporated under the laws of the United Arab Emirates, (the "Consultant").

These Terms apply to and govern all consulting services provided by Consultant pursuant to a signed Work Order between Consultant and the ordering party (the "Client").

1. Applicability and Incorporation

1.1 These Terms apply to all Services performed by Consultant under any written Work Order signed by both Consultant and Client.

1.2 Each Work Order shall incorporate these Terms by reference and, upon execution, shall form a binding agreement between Consultant and Client consisting of the Work Order and these Terms.

1.3 In the event of any inconsistency between a Work Order and these Terms, the provisions of the relevant Work Order shall prevail solely with respect to that Work Order.

1.4 No additional or conflicting terms proposed by Client shall apply unless expressly agreed in writing and signed by Consultant.

1.5 Consultant may update these Terms from time to time; however, the version in effect on the date of execution of a Work Order shall apply to that Work Order.

2. Services

2.1 Consultant shall provide the consulting services described in the applicable Work Order (the "Services"). The scope, deliverables, timing and fees for the Services shall be exclusively as set forth in the relevant Work Order.

2.2 Consultant's obligations are limited to the Services expressly described in the applicable Work Order. Consultant shall have no obligation to perform any services not specifically identified therein.

2.3 Unless expressly stated in a Work Order, Consultant is not engaged to perform design approval, certification, operational control, continuing airworthiness management, regulatory representation or any other activity requiring formal designation, approval or authorization by an aviation authority.

2.4 Any timelines or turnaround times stated in a Work Order are estimates unless expressly defined as fixed deadlines in writing.

3. Independent Contractor

3.1 Consultant is engaged as an independent contractor. Nothing in these Terms or any Work Order shall be construed to create any partnership, joint venture, employment, agency or fiduciary relationship between Consultant and Client.

3.2 Consultant has no authority to bind, represent or commit Client in any manner unless expressly authorized in writing in a specific Work Order or separate written authorization.

3.3 Consultant shall determine the method, manner and means of performing the Services, subject to the scope and objectives defined in the applicable Work Order.

3.4 Consultant personnel shall not be deemed employees of Client for any purpose, and Consultant shall be solely responsible for the compensation, taxes, insurance and statutory obligations relating to its personnel.

4. Client Responsibilities

4.1 Client shall provide Consultant with timely access to all information, records, data, personnel and facilities reasonably required for the performance of the Services.

4.2 Client represents and warrants that all information and documentation provided to Consultant shall be accurate, complete and not misleading to the best of Client's knowledge.

4.3 Client remains solely responsible for compliance with all applicable aviation regulations, operator obligations, lessor requirements and governmental laws relating to its aircraft, equipment, operations or business.

4.4 Client shall be responsible for obtaining and maintaining any licenses, approvals, authorizations or regulatory consents required in connection with the implementation of the Services or any recommendations provided by Consultant.

4.5 Consultant shall not be responsible for any delay, additional cost or impact on the Services resulting from incomplete, inaccurate or delayed information or cooperation by Client.

5. Fees and Payment

5.1 Client shall pay the fees specified in the applicable Work Order in accordance with the payment terms stated therein.

5.2 Unless otherwise stated in a Work Order, all invoices are due and payable within fourteen (14) calendar days from the date of invoice.

5.3 Consultant may require advance payment or a project retainer as specified in the applicable Work Order. Consultant shall have no obligation to commence or continue the Services until such payment has been received.

5.4 Any undisputed amount not paid when due shall accrue interest at the rate of one percent (1%) per month, or the maximum rate permitted under applicable law, whichever is lower.

5.5 Consultant may suspend performance of the Services upon written notice if any undisputed invoice remains unpaid beyond the applicable due date. Any suspension shall not constitute a breach by Consultant, and Consultant shall not be liable for any delay or consequences arising therefrom.

5.6 Client shall be responsible for all applicable taxes, duties or governmental charges related to the Services, excluding taxes based on Consultant's net income.

6. Expenses

6.1 Client shall reimburse Consultant for all reasonable and documented out-of-pocket expenses, including but not limited to travel, accommodation, regulatory fees, third-party charges, government or authority fees and other project-related costs incurred in connection with the Services.

6.2 Travel, accommodation and subsistence expenses shall be charged in accordance with the terms specified in the applicable Work Order. If not otherwise specified, such expenses shall be billed at reasonable market rates.

6.3 Consultant shall not be required to incur significant travel or third-party expenses without prior confirmation from Client where commercially reasonable.

6.4 Consultant shall not be responsible for any additional expenses, rescheduling costs or standby time arising from delays, cancellation, rescheduling or circumstances beyond Consultant's reasonable control, including those initiated by Client or caused by external events.

7. Changes to Scope

7.1 Consultant shall have no obligation to perform services beyond the scope expressly described in the applicable Work Order.

7.2 Any modification, expansion or change to the scope of Services must be agreed in writing by both parties. Such change may include adjustments to fees, timelines and deliverables.

7.3 If Client requests services outside the agreed scope, Consultant may, at its discretion, provide such services subject to written confirmation of applicable fees and terms.

7.4 If changes, delays or additional requirements imposed by Client or third parties materially affect the scope or effort required, Consultant shall be entitled to equitable adjustment of fees and timelines.

8. Confidentiality

8.1 Each party shall treat as confidential all non-public technical, commercial, financial or operational information disclosed by the other party in connection with the Services ("Confidential Information") and shall use such information solely for the purpose of performing or receiving the Services.

8.2 Confidential Information shall not include information that (i) is or becomes publicly available without breach of these Terms, (ii) was lawfully known to the receiving party prior to disclosure, (iii) is lawfully obtained from a third party without restriction, or (iv) is independently developed without use of the other party's Confidential Information.

8.3 The receiving party may disclose Confidential Information to its employees, affiliates or professional advisers on a need-to-know basis, provided that such persons are bound by confidentiality obligations no less restrictive than those contained herein.

8.4 Confidential Information may be disclosed to the extent required by law, regulation, court order or aviation authority, provided that, where legally permissible, prior notice is given to the disclosing party.

8.5 The obligations set forth in this Section shall survive termination of the applicable Work Order for a period of five (5) years.

9. Intellectual Property

9.1 Upon full payment of the fees due under the applicable Work Order, Client shall own the final deliverables expressly identified in such Work Order (the "Deliverables"), solely for its internal business use.

9.2 Consultant retains all rights, title and interest in and to its pre-existing materials, methodologies, templates, tools, know-how, processes, formats, proprietary information and intellectual property used in performing the Services, whether developed before or during the performance of the Services.

9.3 Nothing in these Terms shall transfer ownership of Consultant's underlying intellectual property or grant Client the right to reproduce, commercialize, distribute or create derivative works based on Consultant's methodologies, templates or proprietary materials without Consultant's prior written consent.

9.4 Consultant may retain copies of Deliverables and project materials for record-keeping, compliance and internal reference purposes, subject to the confidentiality obligations set forth herein.

10. Reliance and Disclaimer

10.1 The Services are advisory in nature. Consultant provides professional opinions, assessments and recommendations based on the information available at the time of performance. Consultant does not assume operational control over any aircraft, engine, component, equipment, facility or project.

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10.2 Client remains solely responsible for the operation, airworthiness, maintenance, regulatory compliance, commercial decisions and implementation of any recommendation or Deliverable provided under a Work Order. Nothing in these Terms transfers operational, regulatory or managerial responsibility from Client to Consultant.

10.3 Consultant is entitled to rely on the accuracy, completeness and authenticity of all information, records, data and representations provided by Client or third parties engaged by Client. Consultant has no obligation to independently verify such information unless expressly agreed in writing in the applicable Work Order.

10.4 Consultant does not warrant or guarantee approval, acceptance or endorsement by any aviation authority, regulator, lessor, operator, financial institution or other third party. Regulatory determinations and commercial outcomes remain outside Consultant's reasonable control.

10.5 Except as expressly stated in a Work Order, the Services are provided as professional consulting services only, and no representation or warranty, express or implied, including any implied warranty of fitness for a particular purpose or outcome, is given.

11. Limitation of Liability

11.1 To the maximum extent permitted by applicable law, Consultant's total aggregate liability arising out of or in connection with a specific Work Order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total fees actually paid by Client to Consultant under that Work Order.

11.2 In no event shall Consultant be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to loss of profit, loss of revenue, loss of business opportunity, loss of use, aircraft grounding costs or reputational damage, even if advised of the possibility of such damages.

11.3 The limitations set forth in this Section shall apply regardless of the form of action and shall survive termination of the applicable Work Order.

11.4 Nothing in these Terms shall exclude or limit liability to the extent such exclusion or limitation is prohibited under applicable law.

11.5 The limitations set forth in this Section shall not apply to liability arising from Consultant's fraud, willful misconduct or gross negligence, to the extent such liability cannot be limited under applicable law.

12. Indemnification

12.1 Client shall indemnify and hold harmless Consultant and its personnel from and against any third-party claims, losses, damages or liabilities arising out of or relating to (i) the operation, maintenance or use of any aircraft, equipment or facility owned, leased or controlled by Client, or (ii) the implementation or use of any Deliverables, except to the extent finally determined by a competent court to have resulted from Consultant's fraud, willful misconduct or gross negligence.

12.2 Consultant shall indemnify Client from and against third-party claims to the extent arising directly from Consultant's fraud, willful misconduct or gross negligence in the performance of the Services.

12.3 The indemnities set forth in this Section shall be subject to the limitations of liability set forth in Section 11.

13. Insurance and Site Safety

13.1 Each party shall be responsible for maintaining insurance coverage appropriate to its own personnel and operations in accordance with applicable law.

13.2 Client shall maintain, or cause to be maintained, adequate insurance coverage, including third-party liability coverage, with respect to any aircraft, facility or operational site where the Services are performed.

13.3 Where Services are performed at Client's premises or at a location under Client's control or direction, Client shall be responsible for ensuring that such premises or location comply with applicable safety, environmental and regulatory requirements and provide a reasonably safe working environment.

13.4 Client shall comply with all applicable health, safety and environmental regulations and shall inform Consultant of any known hazards, restrictions or safety procedures relevant to the performance of the Services.

13.5 Nothing in these Terms shall require Consultant to procure insurance coverage for aircraft, equipment, facilities or operations owned, leased or controlled by Client.

14. Export Control and Sanctions

14.1 The parties shall comply with all applicable export control, re-export control and economic sanctions laws and regulations, including, where applicable, those of the United States, the European Union, the United Arab Emirates and any other relevant jurisdiction.

14.2 Client shall be responsible for determining the export classification, licensing requirements and regulatory status of any aircraft, equipment, technical data or information provided to Consultant, including any applicable Export Control Classification Number (ECCN) or similar designation.

14.3 Consultant shall not be required to perform any Services that would result in a violation of applicable export control or sanctions laws. Consultant shall have the right to suspend or refuse performance if it reasonably believes that such violation may occur.

14.4 Client represents and warrants that neither it nor any of its beneficial owners, directors, officers, employees, agents or affiliates is an individual or entity subject to applicable economic sanctions or trade restrictions. Client shall not request Consultant to provide Services in connection with any transaction involving sanctioned persons, entities or prohibited jurisdictions.

14.5 Consultant shall not be liable for any delay, suspension or inability to perform arising from export licensing requirements, regulatory restrictions or sanctions compliance.

15. Force Majeure

15.1 Neither party shall be liable for any delay or failure in performance to the extent caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, extreme weather conditions, war, civil unrest, governmental actions, regulatory restrictions, labor disputes, including failure or disruption of utilities, internet connectivity, communication networks or transportation systems.

15.2 The affected party shall notify the other party within a reasonable time after becoming aware of such event and shall use commercially reasonable efforts to mitigate its impact.

15.3 If a force majeure event materially prevents performance for a continuous period exceeding thirty (30) days, either party may terminate the affected Work Order upon written notice, without liability other than payment for Services performed and expenses incurred prior to termination.

16. Termination

16.1 Either party may terminate a Work Order for convenience upon written notice to the other party.

16.2 In the event of termination for convenience by Client, Client shall pay Consultant for all Services performed up to the effective date of termination, together with all non-cancellable commitments and reasonable expenses incurred in connection with the Work Order.

16.3 Either party may terminate a Work Order immediately upon written notice if the other party materially breaches these Terms or the applicable Work Order and fails to cure such breach within ten (10) days after receiving written notice.

16.4 Consultant may terminate or suspend performance immediately if Client fails to pay any undisputed amount when due.

16.5 Termination of a Work Order shall not affect any rights or obligations accrued prior to the effective date of termination, including payment obligations and the provisions of Sections 8 (Confidentiality), 9 (Intellectual Property), 10 (Reliance and Disclaimer), 11 (Limitation of Liability), 12 (Indemnification) and any other provisions intended to survive termination.

17. Governing Law and Miscellaneous

17.1 These Terms and any Work Order shall be governed by and construed in accordance with the laws of the United Arab Emirates as applied in the Emirate of Dubai, without regard to conflict of law principles.

17.2 The courts of Dubai shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with these Terms or any Work Order.

17.3 The parties shall attempt in good faith to resolve any dispute through amicable negotiations prior to commencing formal proceedings. The parties may, by mutual agreement, refer the dispute to mediation prior to commencing court proceedings.

17.4 These Terms and the applicable Work Order constitute the entire agreement between the parties with respect to the subject matter thereof and supersede all prior discussions, proposals or understandings, whether written or oral.

17.5 No amendment or modification of these Terms or a Work Order shall be valid unless made in writing and signed by both parties.

17.6 If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.7 Failure or delay by either party in exercising any right under these Terms shall not constitute a waiver of such right.

17.8 Client may not assign or transfer its rights or obligations under a Work Order without the prior written consent of Consultant. Consultant may assign these Terms or any Work Order to an affiliate or successor entity upon written notice.

17.9 These Terms and any Work Order may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

17.10 Any notice required or permitted under these Terms shall be in writing and shall be deemed duly given if delivered by hand, courier, or email to the contact details specified in the applicable Work Order. Notices shall be deemed received on the date of delivery or, in the case of email, on the date of transmission if sent during normal business hours.

17.11 Aviation and technical terms used in these Terms or in any Work Order shall be interpreted in accordance with commonly accepted international aviation industry practice and applicable aviation regulations.

WORK ORDER FOR CONSULTING SERVICES	
WORK ORDER No.: [WO-XXXX] Issued by: [Consultant full legal name] Address: [●] Contact: [●] Email: [●]	Date of Issue: [●] Issued to: [Client Legal Name:] Registered Address: [●] Contact Person: [●] Email: [●]

Project Reference: [● optional]

1. INCORPORATION This Work Order is issued subject to the Consultant's Standard General Terms of Consulting Services, Version [1.0], effective as of [01.01.2026] (the "Terms"). Upon signature of this Work Order by both parties, this Work Order together with the Terms shall constitute a binding agreement. In the event of inconsistency, this Work Order shall prevail with respect to this project.			
2. PROJECT / ASSET INFORMATION <table border="1"> <tr> <td> Project Description: [Short title] Aircraft / Engine / Component Details: Aircraft Type: [●] MSN: [●] Registration: [●] Engines Type / SN: [● if applicable] Location of Services: [Airport / Facility] Authority (if relevant): </td> <td> [FAA / EASA / GCAA / etc.] </td> </tr> </table>		Project Description: [Short title] Aircraft / Engine / Component Details: Aircraft Type: [●] MSN: [●] Registration: [●] Engines Type / SN: [● if applicable] Location of Services: [Airport / Facility] Authority (if relevant):	 [FAA / EASA / GCAA / etc.]
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3. SCOPE OF SERVICES Consultant shall provide the following requested Services: 1) [Bullet 1] 2) [Bullet 2] 3) [Bullet 3] 4) [Bullet 4] Deliverables (if applicable): [Report / Inspection Summary / Representation Letter / etc.] Exclusions (if any): [Optional – protects from scope creep] Any additional services beyond the scope described herein shall be subject to a written Change Order or Supplemental Work Order signed by both parties.			
4. TIMELINE All dates are estimates unless expressly stated as fixed deadlines. <table border="1"> <tr> <td> Planned Start Date: [●] Turnaround Time (if applicable): [● days] </td> <td> Estimated Completion Date: [●] </td> </tr> </table>		Planned Start Date: [●] Turnaround Time (if applicable): [● days]	Estimated Completion Date: [●]
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5. FEES & EXPENSES Client shall reimburse reasonable travel, accommodation, regulatory and third-party costs in accordance with the Terms <table border="1"> <tr> <td> Fee Structure: ☐ Fixed Fee: [USD / AED / EUR amount] ☐ Daily Rate: [rate + estimated days] ☐ Hourly Rate: [rate] ☐ Other: [describe] Total Estimated Fees: [●] Advance Payment Required: [Yes / No] Advance Amount: [●] </td> <td> Expense Structure: Expenses shall be charged as follows: ☐ Included in Fees ☐ Reimbursable at cost ☐ Per diem: [●] ☐ Travel class: [Economy / Business / as agreed] </td> </tr> </table>		Fee Structure: ☐ Fixed Fee: [USD / AED / EUR amount] ☐ Daily Rate: [rate + estimated days] ☐ Hourly Rate: [rate] ☐ Other: [describe] Total Estimated Fees: [●] Advance Payment Required: [Yes / No] Advance Amount: [●]	Expense Structure: Expenses shall be charged as follows: ☐ Included in Fees ☐ Reimbursable at cost ☐ Per diem: [●] ☐ Travel class: [Economy / Business / as agreed]
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7. PAYMENT TERMS This Work Order serve as a payment request. A formal tax invoice will be issued upon request or as required by applicable law. <table border="1"> <tr> <td> Currency: [●] Payment Due: [14 days / as agreed] </td> <td> Payment Instructions: [Bank name] [IBAN / SWIFT] [Account name] </td> </tr> </table>		Currency: [●] Payment Due: [14 days / as agreed]	Payment Instructions: [Bank name] [IBAN / SWIFT] [Account name]
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8. REGULATORY / AUTHORIZATION ☐ Consultant authorized to liaise with authority ☐ Separate Power of Attorney attached ☐ No regulatory representation required FOR AND ON BEHALF OF CONSULTANT: Name: Title: Signature: Date:	9. SPECIAL CONDITIONS [Any project-specific clauses] FOR AND ON BEHALF OF CLIENT: Name: Title: Signature: Date:		

10. COMPLETION AND ACCEPTANCE

- The Services shall be deemed completed upon delivery of the Deliverables as described in this Work Order.
- Client shall notify Consultant in writing of any material deficiencies within five (5) business days after delivery. Failing such notice, the Services shall be deemed accepted.
- Acceptance shall not be unreasonably withheld or delayed.
- For the avoidance of doubt, failure to make payment when due shall not affect completion or acceptance of the Services.
- Payment obligations under this Work Order are independent of acceptance and shall be due in accordance with the payment terms set forth herein.