

Standard Terms and Conditions

for Maintenance Services performed by Lufthansa Technik AERO Alzey GmbH

1. Definitions and Abbreviations

The following terms, expressions and abbreviations used in these Standard Terms and Conditions shall have the following meanings:

Affiliates Any companies or entities (i) directly or indirectly controlled by Lufthansa Technik AG, for which purpose control means either ownership of more than fifty per cent (50%) of the voting rights and/or share capital (or equivalent right of ownership) of such companies or entities, or power to direct its policies and management, whether by contract or otherwise; or (ii) by which Lufthansa Technik AG is controlled in the aforementioned manner; or (iii) which are controlled by companies or entities in the aforementioned manner while Lufthansa Technik AG is controlled in the aforementioned manner by the same company or entity.

ATA 300 Air Transport Association specification 300.

Component Module or individual part of an Engine. A Component is always identified by a part number in the maintenance or operational documents issued by the respective Engine or component design organization.

Customer A person or legal entity who or which, when entering into a Customer Agreement with LTAA, acts in exercise of his or its trade, business, or profession.

Customer Agreement A contract between LTAA and Customer under which LTAA agrees to perform a Maintenance Service on one or more Maintenance Object(s) in return for payment by Customer (including these Standard Terms and Conditions).

Customer Acceptance Sheet The customer acceptance sheet attached to LTAA's proposal, the use of which is mandatory for the conclusion of the Customer Agreement.

Customer's Working Equipment Any technical equipment for use by LTAA to perform the Maintenance Service which Customer shall provide to LTAA as specified in the Customer Agreement.

Electronic Form Any declaration made on a storable electronic medium such as, but not limited to, an e-mail or pdf copy and for which a hand-written signature of a person making such declaration is not required. The Electronic Form also comprises a declaration made in Written Form.

Encumbrances Any mortgage, charge, pledge, lien or other security interest or third party right of any kind, and any right of set-off, assignment by way of security, trust or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security.

Engine A basic aircraft engine assembly and its accessories including modules, creating a propulsion system.

Exportation The movement of goods from inside the European customs territory outside of the European customs territory.

Flight Hour Each hour that the aircraft, Component or Engine is airborne.

Importation The movement of goods from outside the European customs territory to inside of the European customs territory.

IP Rights All intellectual property rights (including, but not limited to patents, utility models, designs, copyrights (including, but not limited to, software), trademarks, trade names, know-how (including, but not limited to, documents, sketches, data and other information) and trade secrets.

LTAA Lufthansa Technik AERO Alzey GmbH

LTAA's Facility Rudolf-Diesel-Str. 10, 55232 Alzey, Germany

Maintenance Object Any Engine or Component delivered to LTAA by Customer for a Maintenance Service to be performed by LTAA.

Maintenance Service One or a combination of the following: overhaul, repair, inspection, testing, replacement, modification or rectification of an Engine or a Component, as further specified in the Customer Agreement.

OEM Original Equipment Manufacturer

PMA All non-OEM parts, such as, but not limited to parts manufactured under the Parts Manufacturing Approval of the FAA and/or parts manufactured under European Parts Approval (EPA) of the EASA.

Proposal An offer of LTAA to perform Maintenance Services for Customer.

Release to Service The issue of an authorized release certificate (e.g. EASA Form 1) for the Maintenance Object by LTAA or its Subcontractor.

Subcontractor Any person, legal or natural (other than employees of LTAA and Suppliers), engaged by LTAA to support LTAA in the performance of its obligations under the Customer Agreement.

Supplier Any person, legal or natural, supplying material to LTAA, the manufacturing of which is not LTAA's own contractual obligation vis-à-vis Customer under the Customer Agreement, e.g. off-the-shelf-parts or OEM parts and documentation.

Vicarious Agents LTAA's directors, officers, personnel and other persons, including but not limited to Subcontractors, used by LTAA to support LTAA in the performance of its obligations under the Customer Agreement.

Written Form Any declaration signed by the issuer with its name in its own hand in original.

2. Scope and exclusive validity of these Standard Terms and Conditions

2.1. These Standard Terms and Conditions shall exclusively apply to all Customer Agreements and their conclusion, unless either (i) LTAA expressly waives their applicability in written form, or (ii) LTAA and the Customer have expressly agreed on any other terms and conditions.

2.2. Customer's standard terms and conditions shall not become part of the Customer Agreement, even if LTAA has not expressly rejected their applicability. If LTAA replies to any communication of Customer that refers to Customer's standard terms and conditions or any other set of terms and conditions, such reply shall not constitute an acceptance of such Customer terms and conditions.

3. Conclusion of Customer Agreement

3.1. Any Proposal submitted by LTAA shall be non-binding, unless otherwise stated.

3.2. In case of a binding Proposal, the Customer Agreement is concluded once Customer has submitted the signed Customer Acceptance Sheet.

3.3. In case of a non-binding Proposal, it is at LTAA's discretion to accept signed Customer Acceptance Sheet in order to conclude the Customer Agreement.

4. Scope of Maintenance Service

4.1. The scope of any Maintenance Service requested shall be stated in the order placed by Customer and, if agreed, shall be confirmed in the order confirmation submitted by LTAA.

4.2. LTAA is entitled, without the prior consent of Customer, but at Customer's expense, to perform additional services that LTAA considers necessary for the proper performance of the Maintenance Service if (i) Customer's prior consent cannot be obtained without causing a delay in the completion of the Maintenance Services and (ii) the price for the additional services does not exceed twenty percent (20%) of the value of the original order.

4.3. The Maintenance Service shall be performed by LTAA in accordance with the Lufthansa Technik quality manual and procedures as approved by the competent authority.

4.4. LTAA will use manufactured material provided by OEM but whenever possible LTAA shall be entitled to use PMA material. Should Customer not accept the use of PMA material Customer must notify its disapproval with such material in the order and LTAA shall be entitled to refuse the order or to make a cost estimate for the required repair without using PMA material.

4.5. Notwithstanding this Customer Agreement, Customer shall bear the overall maintenance, engineering, and airworthiness responsibility for the Maintenance Object towards its competent aviation authority for having the Maintenance Services in compliance with the applicable aviation and airworthiness laws, regulations and directives. Any entries in the technical logbook of the Maintenance Object by LTAA do not constitute any indication with respect to the airworthiness of the Maintenance Object as a whole. However, the issuance of an EASA Form 1 certificate does constitute a certificate of Release to Service with respect to the scope of the Maintenance Service in accordance with the Part-145 requirements.

5. On-site services

Performance of on-site services is subject to the individual approval per event of the German Luftfahrt Bundesamt and, if required, the National Aviation Authority. LTAA automatically applies for such approval prior to each on-site event. In the event such approval is not granted, or not granted in time, Customer and LTAA shall agree on a suitable solution.

6. Customer's Obligations

6.1. Customer shall supply LTAA with Customer's Working Equipment and with all documents on the operation, maintenance and repair history of the Maintenance Object necessary for completing the Maintenance Service (including without limitation all relevant instruction manuals and special documentation not at LTAA's disposal).

6.2. If Customer fails to supply LTAA with the documents as per Article 6.1 above or if such documents are incomprehensible, incorrect or incomplete, LTAA may request that Customer supply any such documents, and any relevant undocumented information, within a reasonable period of time. For the purposes of this Article 6 "documents" include both printed documents and data in all other formats, including without limitation electronic formats.

6.3. If Customer does not comply with the request according to Article 6.2 in due time, LTAA is entitled to terminate the Customer Agreement with immediate effect. In such case, LTAA shall be entitled to claim payment for the Maintenance Service to the extent they were performed prior to the date of termination.

6.4. Articles 6.1, 6.2 and 6.3 do not in any way limit LTAA's legal and contractual rights or claims.

6.5. Customer shall treat any information disclosed by LTAA under or in connection with the Customer Agreement as strictly confidential, including the Customer Agreement itself as well as individual provisions contained therein ("Confidential Information"). Confidential Information shall include, but not be limited to, the contents of the negotiations leading up to the Customer Agreement, any business, technical and strategic data disclosed by LTAA or its Subcontractors at any time for any reason, comprising any and all such information in oral or visual form and including but not limited to prices for materials and Maintenance Services, the scope of Maintenance Services offered, legal provisions, turnaround times and man-hours needed.

6.6. In case shipping containers or transportation stands are provided by LTAA, Customer shall return such shipping containers or transportation stands to LTAA after delivery within ten (10) calendar days.

6.7. Material provided by Customer must at all times have been stored, handled and operated in accordance with the manufacturer' recommendations.

7. Delivery

The delivery of each Maintenance Object and Customer's Working Equipment to LTAA's Facility shall be at Customer's risk and expense, unless otherwise agreed in the Customer Agreement. Notwithstanding anything to the contrary in the Customer Agreement, the Customer shall reimburse LTAA the cost of any duties, levies, fees, tariffs or other sums imposed by a government or any authority in relation to the import or export of any goods or services in connection with these terms or a Customer Agreement. The Customer shall, upon request, provide LTAA with all information and documents requested to evidence its compliance with laws and regulations relevant to the import or export of goods or services. Customer shall ensure that all shipments made hereunder shall be performed using shipping containers which are in compliance with then current requirements, such as but not limited to ATA 300. In case the shipping containers cannot be used by LTAA for the Redelivery, Customer shall bear the cost for new or other shipping containers.

8. Redelivery dates

Redelivery dates indicated by LTAA are provisional, non-binding, and shall serve as general information only, unless they have been explicitly agreed or confirmed by LTAA as binding.

9. Redelivery/Storage

9.1. Redelivery of the Maintenance Object shall be effected Free Carrier (FCA, Incoterms 2020) LTAA's Facility excluding packing material.

9.2. No later than one (1) week after (i) LTAA has notified Customer that the Maintenance Service has been completed or (ii) the date of termination of the Customer Agreement, whichever may occur first, Customer shall exercise best efforts to immediately collect the Maintenance Object at LTAA's Facility.

9.3. In case Customer and LTAA agree on a deviation to Article 9.1, Customer shall provide LTAA with all requested information for shipment, no later than one (1) week after (i) LTAA has notified Customer that the Maintenance Service has been completed or (ii) the date of termination of the Customer Agreement, whichever may occur first.

9.4. If Customer fails to comply with Article 9.2 or 9.3, Customer shall compensate LTAA for any costs and expenses it incurs in connection with the storage and preservation of the Maintenance Object as from the 14th calendar day following (i) LTAA's notification to Customer that the Maintenance Service has been completed or (ii) the date of termination of the Customer Agreement, whichever may occur first. This compensation shall be paid on a monthly basis of USD 2,500.00 (two thousand five hundred United States Dollars) per month.

9.5. The compensation for storage costs outlined in Article 9.4 shall also apply if (i) LTAA ceases Maintenance Service in accordance with 15.3 or (ii) the Maintenance Object has to be stored for any reason not attributable to LTAA.

9.6. The Customer shall reimburse LTAA the cost of any duties, levies, fees, tariffs or other sums imposed by a government or any authority in relation to the import or export of any goods or services in connection with these terms or a Customer Agreement. The Customer shall, upon request, provide LTAA with all information and documents requested to evidence its compliance with laws and regulations relevant to the import or export of goods or services.

10. Warranty ("Gewährleistung")

10.1. The warranty period for the Maintenance Services is twelve (12) months or within one thousand (1,000) Flight Hours, whichever occurs first, starting from Redelivery of the Maintenance Object, or if Customer fails to comply with Article 9.2 or 9.3 starting from one (1) week after LTAA has notified Customer that the Maintenance Service has been completed.

10.2. A warranty claim must be raised by Customer within thirty (30) calendar days after the defect has or could have become reasonably apparent and Customer shall at LTAA's request provide LTAA at the LTAA's Facility with the defective part for inspection and Subsequent Performance (as defined in Article 10.7) within additional thirty (30) days from such request. If a defect arises on a non-removable part of an Engine, the parties shall agree how to remedy such defect in a way convenient for Customer and reasonably acceptable for LTAA.

10.3. LTAA's warranty shall be excluded unless a defect was present at the time of the acceptance of the Maintenance Services. LTAA's warranty is particularly excluded (i) if the defect has been caused because the Maintenance Object has been altered, overhauled or repaired during the warranty period by any party other than LTAA, or (ii) if the defect has been caused by Customer's Working Equipment or any material supplied by Customer, or (iii) if Customer has not taken all reasonable precautions to prevent an aggravation of the defect or damage, or (iv) if the defect has been caused because the Customer did not comply with operating instructions provided by LTAA or the respective aircraft, Engine or component design authorization or manufacturer. As long as Customer is in default with its payment obligations, LTAA may exercise its right of retention and may process warranty claims only concurrently until full payment has been made.

10.4. Provided that Suppliers or Subcontractors grant LTAA warranty rights for material or services beyond the scope of LTAA's warranty as set forth in Article 10.1 and 10.2 above, the Customer may request LTAA to assign any such warranty rights. Further, upon request, LTAA shall support Customer in pursuing such warranty rights. LTAA's warranty regarding defect in material or services provided by Supplier or Subcontractor shall be subsequent to claims directly against these Suppliers or Subcontractors ("Subsidiärhaftung").

10.5. LTAA shall accept no warranty for (i) repairs provisionally carried out at Customer's request unless Customer can demonstrate that the defect is attributable to any defective product or service from LTAA or its Subcontractors, or (ii) any circumstances whatever that lie outside the reasonable range of influence of LTAA (e.g. but not limited to FOD) or if the subject matter was damaged by the elements or similar external influence, or (iii) parts or material that Customer has stored, handled, or operated in any other way than in accordance with the manufacturer's recommendations.

10.6. Articles 10.1 to 10.5 shall not apply as far as LTAA (i) has caused the defect willfully, (ii) or has concealed the defect maliciously, or (iii) has given a durability guarantee or warranted properties.

10.7. In the event of a defect covered by this warranty, LTAA shall first have the opportunity to correct any defect at its own cost and expense at LTAA's choice by means of rectification of the defect or renewed service provision ("Subsequent Performance"). If such Subsequent Performance has failed or if a reasonable time limit for the Subsequent Performance to be set by Customer has expired without a result or is superfluous, Customer may request (i) a reduction in price or (ii) may withdraw from the Customer Agreement and (iii) claim damages. Customer, however, is only entitled to claim damages in accordance with clause 11 of these Standard Terms and Conditions.

10.8. Subsequent Performance shall take place at the LTAA's Facility or at any other place Customer and LTAA may agree upon. If Customer requests LTAA to correct the defect at another

location as LTAA's facility, Customer shall arrange at its own risk and expense for the removal and transport of the defective Maintenance Object to and from the location where the repair shall be made and for the reinstallation of the respective Maintenance Object.

10.9. The warranty set forth in this Article 10 shall be the exclusive and sole remedy for Customer in case of any defect.

10.10. The warranty period of Article 10.1 shall also apply to contractual and non-contractual claims for damages, which are based on a defect in the Maintenance Services. However, if LTAA is liable for damages in accordance with Article 11.1, the statutory limitation period shall apply.

11. Limitation of Liability for Damages

11.1 LTAA's liability for intent and gross negligence is governed by the statutory provisions. The same applies for loss or damage arising from injury to life, limb or health culpably caused by LTAA, a violation of a guarantee or a breach of the German Product Liability Act.

11.2 If there is no event which falls within Article 11.1, LTAA's liability for loss or damage, regardless of the legal grounds, is excluded in the event of simple negligence (so-called "einfache Fahrlässigkeit") of LTAA and its Vicarious Agents, unless such liability results from the violation of any material contractual obligation. Material contractual obligations are those the performance of which make the proper fulfilments of the contract at all possible and on the compliance of which the Customer regularly relies upon and is entitled to so rely.

11.3 If LTAA is liable in accordance with Article 11.2 due to a simple negligent breach of material contractual obligations, LTAA's liability shall be further limited as follows: LTAA shall not be liable for non-foreseeable damages which are not typical under the relevant Customer Agreement.

11.4 The liability of LTAA set forth in this Article 11 is exclusive and the Customer explicitly waives any other rights to claim damages it may have at law or otherwise.

12. Third Party Claims

The Customer shall indemnify and hold LTAA and its Vicarious Agents harmless from and against all claims of third parties to the extent that LTAA would not be directly liable to the Customer for such claims under this Customer Agreement.

13. Insurance

13.1 If Customer is an airline/aircraft operator:

The Customer agrees to maintain the following insurances:

- Hull All Risks/Hull War/Spares All Risks Insurance including a waiver of subrogation in favour of LTAA and its Vicarious Agents except in case they are liable according to Article 11.
- Aviation Legal Liability Insurance in line with industry practice including aircraft third party, passenger, products and war and allied perils with a combined single limit in accordance with Article 7 Regulation (EC) No. 785/2004 naming LTAA and its Vicarious Agents as additional insureds to the extent of indemnity agreed upon according to Article 11.

Upon request, Customer will provide LTAA with a certificate of insurance (reinsurance if applicable).

13.2 If Customer is not an airline/aircraft operator:

The Customer agrees to maintain the following insurance:

- Aviation Legal Liability Insurance in line with industry practice including third party, products and war and allied perils with a combined single limit as would be carried by prudent companies engaged in the Customer's industry naming LTAA and its Vicarious Agents as additional insureds to the extent of indemnity agreed upon according to Article 12.

Upon request, Customer will provide LTAA with a certificate of insurance (reinsurance if applicable).

14. Prices and Payments

14.1. LTAA shall issue a down payment request to Customer based on the preliminary cost estimate as per maintenance proposal of the Customer Agreement and Customer shall pay such down payment request amount prior to induction of the Maintenance Object, but no later than fourteen (14) calendar days upon date of the down payment request.

14.2. If LTAA issues a cost estimate to Customer and this cost estimate differs from the preliminary cost estimate as per maintenance proposal of the Customer Agreement, LTAA may issue a revised down payment request to Customer based on the cost estimate and Customer shall pay such revised down payment request amount prior to Redelivery, but no later than fourteen (14) calendar days upon date of the down payment request. The same shall apply if LTAA issues a revised cost estimate and this revised cost estimate differs from the prior cost estimate.

14.3. Upon completion of the Maintenance Services, LTAA shall issue a final invoice to Customer and Customer shall pay such final invoice amount no later than fourteen (14) calendar days upon date of the invoice.

14.4. All prices are quoted as net prices. Any tax (including, but not limited to value added tax and withholding taxes), duty, fee or other public charges whatsoever imposed on the invoiced prices shall be borne by the Customer or shall be refunded by the Customer to LTAA. Customer shall provide LTAA with the necessary evidence that any such taxes have been paid as well as a transfer sheet (in the form specified by LTAA) showing the amounts paid in taxes corresponding to the amounts invoiced by LTAA pursuant to this Customer Agreement. If this Customer Agreement results in recurring services over the course of more than one calendar quarter, then Customer shall provide such evidence and transfer sheet quarterly. LTAA shall have the right to cease any ongoing Maintenance Services without notice, and claim prepayment for any future Maintenance Services, until any default under this Article 14.4 is cured.

14.5. All prices are exclusive of duties, levies, fees, tariffs or other sums imposed by a government or any authority in relation to the import or export of products. LTAA shall be entitled to charge Customer any such costs, to the extent incurred, as a surcharge on any invoice.

14.6. If, for any reason, circumstances occur that increase LTAA's cost of carrying out Maintenance Services (whether directly or indirectly), LTAA reserves the right to adjust any prices or fees applicable to Maintenance Services, including by adjustment of any cost estimate or preliminary invoice, upon notice in writing to Customer. To the extent that any such adjustment is reflected in an updated cost estimate or preliminary invoice, Customer shall pay such adjusted prices or fees in accordance with Article 14.1. In all other cases, any adjusted pricing or fees will be reflected in the invoice issued after Redelivery and shall be paid by Customer in accordance with Article 14.1.

14.7. Customer agrees that any dispute with regard to a payment obligation and any claim for reimbursement shall be made within thirty (30) calendar days after date of the respective payment request. After this period has lapsed, Customer shall not be entitled to assert any such claims (preclusive period).

14.8. Customer shall make all payments in the agreed currency. Any payment made in any other currency shall be converted at the European Central Bank exchange rate applicable on its value date. Any shortfall resulting from such conversion has to be borne by Customer. LTAA may retain any surplus resulting from such conversion.

14.9. Customer shall not be entitled to set off any claims against LTAA's claims or exercise a right of retention, unless such claims or right of retention are determined by the final decision of a court or are undisputed.

14.10. All costs of money transfer, especially fees charged by a bank, shall be paid by customer.

14.11. In the event that payment of any amount due has not been received by LTAA on the due date of the respective invoice or down payment request, a late payment charge of one percent (1%) of the unpaid amount per month shall apply.

14.12. LTAA shall always be entitled to assign its payments claims against the Customer to third parties.

15. Transfer of Title and IP Rights

15.1. Title to all material supplied by LTAA under the Customer Agreement shall remain with LTAA until complete payment of all amounts due under the Customer Agreement has been effected.

15.2. The Customer hereby consents and agrees that if material is removed from the Maintenance Object during Maintenance Services ("Removed Material"), and the Customer has not requested return of such material with redelivery of the Maintenance Object (any such request to be made no later than five (5) business days prior to the scheduled redelivery date), then LTAA shall not be obliged to return the Removed Material to the Customer and upon redelivery of the Maintenance Object, title in and to the Removed Material shall transfer to LTAA free and clear of any

Encumbrances. The Customer warrants, represents and undertakes to LTAA that the Customer has full authority to transfer title in and to the Removed Material to LTAA as set out in this Article 15.2.

15.3. Title to all IP Rights disclosed in documents or data (including but not limited to plans, drawings, patterns or designs) supplied by LTAA to Customer under the Customer Agreement or created during the Maintenance Services, shall remain with LTAA or any third party which is entitled to such IP Rights.

16. Lien, Authority to Sale and Right of Retention; Set-Off Rights

16.1. Provided that the German statute on rights in aircrafts ("Gesetz über Rechte an Luftfahrzeugen") does not apply, LTAA has by virtue of the Maintenance Service performed a contractual lien with respect to the Maintenance Object in its custody as well as with respect to other items of Customer in LTAA's custody to secure any claims of LTAA against Customer out of or in connection with a Customer Agreement as well as to secure any claims of Lufthansa Technik AG and/or any of its Affiliates against Customer. Such contractual lien shall also exist for claims resulting from services previously performed or materials previously supplied. The contractual lien shall entitle LTAA and/or any of its Affiliates to publicly offer the Maintenance Object and/or other items in LTAA's custody for sale no earlier than two (2) months after advising the Customer of its intent to do so. To effect such sale LTAA shall not be required to obtain an enforceable title or to comply with the regulations governing forced sale.

16.2. Further, LTAA has by virtue of the Maintenance Service performed a right of retention with respect to the Maintenance Object in its custody as well as with respect to any other items of Customer in LTAA's custody to secure any claims of LTAA against Customer out of or in connection with the Customer Agreement as well as to secure any claims of Lufthansa Technik AG and/or any of its Affiliates against Customer. Such right as well as a set-off right may also be asserted for services previously performed or material previously supplied.

16.3. LTAA shall also have the right to set-off and/or cease any ongoing Maintenance Service without notice until all payments due under the Customer Agreement or any other contractual relationship between Customer and LTAA or Customer and Lufthansa Technik AG and/or any of its Affiliates have been made.

17. Customs Clearance

Customer shall be responsible to perform the customs clearance for Importation and Exportation of any Engine and any other goods. Customer shall comply with all existing import and export prohibitions and restrictions of the European Union. If assigned and agreed in Written Form, LTAA shall perform the necessary customs clearance in the name and on behalf of Customer or on behalf of LTAA. In these cases, Customer shall provide LTAA with all necessary information and documentation (especially any required licenses regarding prohibitions and restrictions). LTAA shall not be liable for any delay due to the late delivery of information and documentation by Customer or due to delays in the customs clearance process. All duties and taxes that may occur due to the Importation or Exportation have to be borne by Customer or shall be charged by LTAA to the Customer.

18. Assignment

In addition to any other statutory or contractual right of assignment, LTAA may assign its rights and obligations under the Customer Agreement in total or in part to Deutsche Lufthansa AG or a company directly or indirectly controlled by Deutsche Lufthansa AG. Customer shall be informed about such assignment duly in advance. The assignee shall perform the Maintenance Services under the Customer Agreement in the quality and standards and in accordance with the terms and conditions laid down in these Standard Terms and Conditions. Any other assignment of rights or obligations arising from the Customer Agreement shall require the prior approval in Written Form of the other Party.

19. Trade Control Compliance

19.1. General Compliance

The Customer undertakes to conduct any activities under or in connection with the Customer Agreement in compliance with applicable export, import and sanction laws and regulations (in their most current version), including but not limited to those of, the United States (as stipulated in the U.S. Export Administration Regulations (EAR), 15 CFR Parts 730-774, or in the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130), the United Nations (as stipulated the United Nations Security Council Consolidated List), and those of other relevant foreign jurisdictions (collectively referred to as "Trade Control Laws"). The Customer represents and warrants that neither itself nor any of its affiliates are listed on any applicable sanctioned party list or controlled by a sanctioned person. If at any time following the entry into force of the Customer Agreement the Customer or any of its affiliates becomes a sanctioned person, or a sanctioned person acquires control of the Customer or its affiliates, the Customer shall promptly notify LTAA. The Customer acknowledges that performance by LTAA of its obligations under this Agreement shall remain subject to obtaining, and to the terms of, any export license required under Trade Control Laws. Upon LTAA's request, the Customer shall promptly provide LTAA with appropriate documents or certifications as required by or to comply with Trade Control Laws. LTAA reserves the right to not execute shipment until the Customer has provided necessary documents or certifications to enable LTAA to use existing export licenses such as acknowledgement of LTAA's license conditions. LTAA further shall be released from its obligations if Trade Control Laws prevent LTAA from fulfilling its obligations.

19.2. Russia-Related Compliance

19.2.1. Purchase and Import Restrictions

Customer acknowledges that LTAA is required to provide evidence of compliance with Council Regulation (EU) 833/2014 as of 31 July 2014 (in its most current form, defined as the "Regulation") to the competent authorities. Therefore, the Customer represents and warrants that all products provided to LTAA conform with the Regulation and any corresponding FAQs as published by the EU Commission (in their most current form), including but not limited to,

1. products listed in relation to purchase and direct import restrictions in the Regulation which are provided to LTAA do not originate and have not been exported from the Russian Federation and/or
2. all products listed in relation to purchase and indirect import restrictions in the Regulation and which are provided to LTAA do not incorporate any products as listed in the Regulation originating in the Russian Federation when having been processed in any third country. For the avoidance of doubt, this shall include the listed products incorporated into any items during repair in any third country by the Customer or any of its service providers.

Customer shall provide any information or documentation requested by LTAA or relevant authorities to ensure compliance with the Regulation at no cost to LTAA.

19.2.2. No Re-Export

(i) The Customer shall not sell, export or re-export, directly or indirectly any goods or technology supplied by LTAA in connection with the Customer Agreement which fall under the scope of Article 12g of the Regulation (as amended from time to time) to the Russian Federation or for use in the Russian Federation and/or (2) Article 8g of Council Regulation (EU) No 765/2006 (as amended from time to time) to Belarus or for use in Belarus.

(ii) The Customer shall use all necessary efforts to implement adequate measures to prevent any direct or indirect sale, export or re-export of any goods or technology supplied by LTAA in connection with the Customer Agreement that fall under the scope of Article 12g of the Regulation (as amended from time to time) by third parties to the Russian Federation and/or (2) Article 8g of Council Regulation (EU) No 765/2006 (as amended from time to time) by third parties to Belarus.

(iii) The Customer shall inform LTAA about any relevant activities by third parties that could be in conflict with the purpose of Article 19.2.2.(i). The Customer shall provide LTAA any information requested concerning compliance with the obligations under this Article 19.2.2. In case of any breach of the obligations as set out in this Article 19.2.2 by the Customer, LTAA shall be entitled to terminate the Customer Agreement upon written notice and with immediate effect.

20. Force Majeure

All events or circumstances, the prevention of which is beyond the control of LTAA, such as, but not limited to, acts of the public enemy, terrorism, war, insurrections or riots, blockades, fires, floods, explosions, earthquakes, storms, serious accidents, epidemics, pandemics, endemic diseases or quarantine, any act or omission of government or governmental authority (such as, but not limited to, delays with any customs clearance despite LTAA having properly applied for it in due time or as a result of clarifications with customs authorities), strikes or labor troubles causing cessation, slowdown or interruption of work, general hindrance in transportation, general supply shortages

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and interruptions, shall release LTAA from its obligation of providing Maintenance Services for the duration and to the extent of such events or circumstances.

21. Law and Jurisdiction

21.1. The Customer Agreement and these Standard Terms and Conditions and any legal relationship with Customer that may arise therefrom shall be exclusively subject to and construed exclusively in accordance with the laws of the Federal Republic of Germany excluding their conflict of laws rules. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. In the event of a conflict between the English and the German meaning of any expressions used in these Standard Terms and Conditions or any part thereof the German legal meaning shall prevail.

21.2. The courts of Frankfurt am Main, Germany, shall have jurisdiction. In case of any claims asserted against LTAA this jurisdiction shall be exclusive. LTAA may file an action at the purchaser's domicile or before any other court having jurisdiction.

22. Waiver of Sovereign Immunity and Severability

22.1. LTAA and the Customer hereby agree that the Customer Agreement and any legal relationship that may arise therefrom are commercial transactions and the Customer undertakes not to claim any immunity from suit, execution, pre-judgment or post-judgment attachment or other legal process in any jurisdiction.

22.2. Nothing contained in these Standard Terms and Conditions shall require either Party to take any action contrary to the law or to any order or regulation of any government or contrary to any permit or authorization granted to either Party by any governmental authority.

22.3. If any of the provisions of these Standard Terms and Conditions are held void, unlawful or otherwise ineffective by any court of competent jurisdiction, the remainder of these Standard Terms and Conditions shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

23. Amendments

Any amendments to the Customer Agreement (including this Article 23 of these Standard Terms and Conditions) need to be agreed upon between LTAA and Customer in Written Form.