

GENERAL TERMS AND CONDITIONS OF JAT FOR SUPPLY OF GOODS AND/OR SERVICES

1. Application

These Conditions shall apply to any supply of goods and/or services from the Supplier to the Customer to the exclusion of any other terms and conditions. Any reference overleaf to the Supplier's quotation, specification, price list or like document shall be solely for the purpose of describing the Supply to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract. By accepting these Conditions by the Supplier for any Supply, these Conditions shall apply between the Supplier and Customer for any and all future Supplies unless expressly excluded in writing.

2. Interpretation

2.1 In these Conditions: -

- the "Background IP" means all IP owned or developed by the Supplier or its sub-suppliers prior to the effective date of the Supply;
- "Business Day" means any day other than a Saturday, Sunday, or bank holiday;
- the "Customer" means JOB AIR Technic a.s., company registered in Czech Republic whose registered offices are at Ostrava International Airport, Gen. Fajtla 370 ,742 51 Mošnov, ID No. 27768872, and any of their associated companies who are supplied using these General Terms and Conditions for Supply of Goods and/or Services;
- these "Conditions" means these General Terms and Conditions for Supply of Goods and/or Services set out in this document;
- the "Contract" means the contract for the Supply of any goods and/or services between the Supplier and Customer established, in particular but not limited to, by the Supplier's acceptance of the Order;
- the "Delivery Address" means the address for the delivery of goods and supply of services set forth in the Contract;
- the "Foreground IP" means IP conceived, developed or first reduced to practice by, for or with the Supplier either alone or with others for the Supply;
- "Intellectual Property" or "IP" means inventions, discoveries and improvements, know-how, works of authorship, technical information, technical data, drawings, specifications, process

	information, reports and documented information, computer software, and databases;
the “IP Rights”	means all worldwide common law and statutory rights to the IP, including but not limited to rights under patents, industrial designs, trade secrets, copyrights, and mask work registrations;
the “License”	has the meaning as set forth in Clause 18.1 hereof.
the “Supply”	means the supply of goods and/or services (including any instalment of goods/services or any part of them) described in the Contract;
the “Order”	means the Customer’s delivery order for goods and/or services;
the “Price”	means the price of the Supply, i.e. the purchase price for goods and price for services, respectively;
the “Specification”	includes any plans, drawings, data or other information relating to the Supply, in particular specification of goods and/or services; and
the “Supplier”	means the person on the supply side of the Contract, in particular but not limited to, the person to whom the Order is addressed;
(in) “writing”	includes facsimile, transmission, electronic mail and comparable written means of communication.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. Purchase Order

3.1 The Order constitutes an offer by the Customer to purchase goods and/or receive services subject to these Conditions. If the Supplier does not accept the Order within a reasonable time, the Customer shall not be bound by the Order.

3.2 The Supplier shall accept the Order placed by the Customer and the Contract shall be formed upon whichever is the earlier of:

- a) the Supplier’s acceptance of the Order, in writing or orally, subject to these Conditions; or
- b) delivery of goods; or
- c) supply of services.

3.3 Any typographical clerical or other accidental error or omission in the Order placed by the Customer or in any drawing’s specifications, instructions, tools or other material supplied by the Customer, shall be subject to correction without any liability on the part of the Customer.

- 3.4 No variation to the Contract shall be binding unless agreed in writing between the authorized representatives of the Customer and the Supplier.

4. Specification

- 4.1 The Supply shall comply with the Contract, these Conditions and any applicable Specification supplied by the Customer to the Supplier or agreed in writing by the Customer. In case of discrepancies between different Specifications (including the Contract), the Supplier shall request clarification from the Customer without undue delay.
- 4.2 Any Specification supplied by the Customer to the Supplier, or specifically produced by the Supplier for the Customer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Customer. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.
- 4.3 The Supply shall be marked in accordance with the Customer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 4.4 The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Customer to inspect or test goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch, and to provide the Customer with any facilities reasonably required by the Customer for inspection or testing.
- 4.5 The Supplier shall comply with all applicable regulations or other legal requirements concerning the Supply, i.e. manufacture, packaging, packing and delivery of goods as well as provision of services.

5. Price

- 5.1 The Price for the Supply shall be as stated in the Contract and, unless otherwise expressly agreed in writing, shall be:
- a) inclusive of any applicable value added tax (which shall be payable by the Customer subject to receipt of a VAT invoices) and any other taxes, fees, duties, levies, imposts, stamps, and any other payments; and
 - b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery to the Delivery Address in connection with the Supply.
- 5.2 No increase in the Price may be made (whether on account of increased material, labor or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Customer in writing.

5.3 The Customer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions for supply.

6. **Payment**

6.1 The Price and any other amounts under the Contract are payable within 60 days (if not expressly agreed otherwise in the Order) of the Supply upon a tax document (invoice) issued by the Supplier in compliance with all applicable laws and delivered to the Customer. Time for payment shall not be of the essence.

6.2 The Customer shall be entitled to set off against the Price any sums owed to the Customer by the Supplier.

7. **Delivery**

7.1 Goods shall be delivered to the Delivery Address and services shall be provided at the Delivery Address, respectively, both on the date or within the period stated in the Contract, in either case during the Customer's usual business hours.

7.2 Where it is agreed in writing that the date of Supply is to be specified by the Supplier after the placing of the Order, the Supplier shall give the Customer reasonable notice in writing of the delivery date.

7.3 The delivery time of the Supply is of the essence.

7.4 A packing notes must clearly quote the number of the Order/Contract and must accompany each Supply.

7.5 If the Supply is to be provided by instalments, the Contract will be treated as a single contract and not severable.

7.6 The Customer shall be entitled to reject any Supply provided which is not in accordance with the Contract and shall not be deemed to have accepted any Supply until the Customer has had a reasonable time to inspect it after delivery. the Customer may refuse to accept any part of the Supply if previous delivery was not in full compliance until the actual delivery is proved to be in full compliance.

7.7 Within a reasonable time, the Supplier shall duly supply the Customer with any instructions or other information to enable the Customer to accept the Supply.

7.8 The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Supply, whether or not any Supply is accepted by the Customer.

7.9 The Supplier acknowledges that the Customer has a legitimate commercial interest in the Supply being provided on the due date and that the Customer should have an appropriate remedy if it is not so delivered. Accordingly, if the Supply is not on the due date then, without prejudice to any other remedy, the Customer shall be entitled

to deduct from the Price or (if the Customer has agreed to pay any part of the price in advance of delivery) to claim from the Supplier by way of liquidated damages for delay in the amount of 0.5 per cent of the Price per day of delay, without prejudice to claim any other remedy.

8. **Quality**

- 8.1 Where the Supplier subcontracts the Supply, the Supplier shall endeavor to transfer to the Customer the benefit of any warranty or guarantee granted to the Supplier.
- 8.2 Furthermore, the Supplier warrants that (subject to the other provisions of these Conditions) the Supply shall at the time of delivery:
- a) be of agreed or, if not agreed, common quality;
 - b) be reasonably fit for purpose; and
 - c) be reasonably fit for any particular purpose for which the Supply is being rendered if the Customer had made known that purpose to the Supplier in writing.
- 8.3 If any part of the Supply do not conform with any of the warranties in Clauses 8.2 hereof or in the Contract, the Customer may (without prejudice to any other remedy the Customer is entitled to) at its sole discretion claim repair, replacement, or refund of the Price provided that, and if the Supplier so requests and it is practicable, the Customer shall, at the Supplier's expense, return the Supply or the defective part to the Supplier.
- 8.4 In addition, the Supplier must notify the Customer of any nonconforming Supply (or its part) within 24 hours and must obtain organizational approval for the nonconforming Supply (and its part, respectively) disposition.
- 8.5 The Supplier must also notify the Customer of changes in product and/or process, changes of subcontractors, changes of manufacturing facility location and, where required, to obtain organizational approval, and to flow down to the supply chain the applicable requirements including Customer requirements.
- 8.6 Release certification shall be in accordance with the requirements of EASA Terms & Conditions. Where conflict exists in any terms, the Terms & Conditions of EASA shall take precedence.

9. **REACH Compliance**

- 9.1 REACH is a European Union regulation concerning the Registration, Evaluation, Authorization and restriction of chemicals. The Supplier shall adhere and comply to REACH legislation.
- 9.2 For all materials subject to REACH Regulation and that require a Safety Data Sheet (SDS), the Supplier is obligated to provide the Customer with an up-to-date SDS in accordance with the REACH Regulation. The SDS must be provided in accordance with the most current version of the regulation. The Supplier shall promptly inform

the Customer of any updates or changes to the Safety Data Sheet(s), including changes to substance classifications, risks, or any other relevant information affecting the safe use of the materials provided. The updated SDS must be provided to the Customer without undue delay.

- 9.3 In the events that the Supplier does not conform to REACH compliance and REACH legislation, the Customer reserves the right to terminate the contract upon notice to the Supplier without liability, costs or penalty and the Supplier shall indemnify the Customer in full for any costs and losses.

10. **Rights of Access**

- 10.1 The Supplier shall allow rights of access to the Customer and to regulatory authorities to the applicable areas of the facilities, at any sub-tier level of the supply chain, involved in the Supply, and to all applicable records, which shall be kept for a minimum of 25 years by the Supplier.

11. **Risk and Property**

- 11.1 Risk of damage to or loss of the Supply shall pass to the Customer upon delivery to the Customer in accordance with the Contract. The onus shall be on the Supplier to provide proof that the Supply was safely and successfully delivered at the Delivery Address and handed over to the Customer.
- 11.2 The property in the Supply shall pass to the Customer upon delivery, unless a payment for the Supply has been agreed to be made prior to delivery, when it shall pass to the Customer once the payment has been made.

12. **Assignment**

- 12.1 The Customer may assign the Contract or any part of it to any person, firm or company.
- 12.2 The Supplier shall not be entitled to assign the Contract or any part of it (not even a receivable) without the prior written consent of the Customer.

13. **Warranty**

- 13.1 The Supplier warrants to the Customer that the Supply:
- a) will, both at the time of delivery and for a warranty period, but at least for a reasonable period of time, not less than 12 months thereafter, be of the best available design, quality, material and workmanship and conform in all respects with the Contract and Specification supplied or advised by the Customer to the Supplier;
 - b) will be free from defects in design, material and workmanship;
 - c) will correspond with any relevant Specification or sample; and

- d) will comply with all statutory requirements and regulations relating to the Supply.

14. Counterfeit Parts/Materials/Equipment

- 14.1 The Supplier represents and warrants that it has policies and procedures in place to ensure that none of the supplies or materials furnished under the Contract are “suspect/counterfeit parts” and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to the Customer by the Supplier.
- 14.2 “Suspect/counterfeit parts” are parts that may be of new manufacture but are misleadingly labelled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labelling, that are represented as new parts. If Customer reasonably determines that the Supplier has supplied suspect/counterfeit parts to Customer, Customer shall promptly notify the Supplier and the Supplier shall immediately replace the suspect/counterfeit parts with parts acceptable to Customer. Notwithstanding any other provision contained herein, the Supplier shall be liable for all costs incurred by Customer in having to analyze and process the counterfeit materials.
- 14.3 In addition, the Customer may unilaterally terminate the Contract or any part thereof for convenience depending on the impact of the delivery of Suspect/Counterfeit parts on the Supplier’s overall performance on the Contract. The Supplier’s warranty against suspect/counterfeit parts shall survive any termination or expiration of the Contract.
- 14.4 Suspect/Counterfeit parts will be held in quarantine till instructions from Supplier. The Supplier can review any suspected parts at Customer’s premises within the time frame stated. All of that subject to applicable laws.
- 14.5 The Supplier commits to inform the Customer in case of suspected counterfeiting, damage or any other facts that would affect quality or safety to the following email of the Customer: safety@jobair.cz.

15. Product Safety

- 15.1 The Supplier undertakes to design, manufacture, transport, deliver, sell the parts/materials/equipment and provide services in compliance with all applicable statutes, laws, regulations, rules, ordinances, consents, approvals, and any other requirement of any governmental or quasi-governmental entity having jurisdiction where the parts/materials/equipment is to be designed, manufactured, transported, delivered, sold, installed, and operated or services provided, respectively.
- 15.2 Where required, the Supplier will provide full information regarding the use for which the parts/materials/equipment have been designed and services provided, respectively, and any restrictions and

safeguards which should be observed in all stages of its operation. The Supplier will provide and fix all warning notices to parts/materials/equipment/services that may be required by in order to comply with the undertaking set forth in Clause 15.1. The Supplier will provide adequate safety mechanisms, alarms guarding and protection necessary to protect operating personnel.

16. Foreign Object Debris (FOD)

16.1 Definitions:

- a) FOD: A substance, debris or article alien to a vehicle or system which would potentially cause damage.
- b) Foreign Object Damage: Any damage attributed to a foreign object that can be expressed in physical or economic terms which may or may not degrade the safety or performance of the subject of the Supply.

16.2 If there is any risk of FOD entrapment in the Supply, then the Supplier shall maintain an approved FOD prevention program. Unless otherwise specified in the Contract, the program shall use as guidance NAS-412 National Aerospace Standard, Foreign Object Damage/FOD Prevention. The program shall as a minimum embody the precautions listed below. By the Supply, the Supplier shall be deemed to have certified to Purchaser that such Supply is free from FOD.

16.3 Design – where design activity is performed to meet requirements of the Contract the Supplier shall take appropriate care to prevent the generation of FOD in the use of the Supply.

17. Ethical Behavior

17.1 Without prejudice to the governing law and rules hereby set forth, the supply of all goods or services to the Customer will also be undertaken in compliance with the following conventions:

- UK Modern Slavery Act 2015
- UK Bribery Act 2010
- Ethical Trading Initiative Base Code founded on the conventions of the International Labor Organisation and available on <https://www.ethicaltrade.org/eti-base-code>

17.2 The Supplier will take such steps as are necessary to ascertain that it, and third parties, involved in the supply of goods and services comply with the Customer's Ethical Behavior (this paragraph) and shall forthwith notify the Customer in writing of any event that it becomes aware that this is not the case.

17.3 The Supplier represents that neither it nor its agents, sub-contractors, connected or associated persons or any person with whom the Supplier contracts in connection with the Supply is and will not become involved in and will ensure that each of its staff, agents, sub-contractors, consultants, connected or associated persons will not engage in or in any way support or facilitate any act, omission or

other behavior which could be considered to constitute bribery or other criminal offence under the Czech Republic laws, the US Foreign Corrupt Practices Act 1977 (as amended) or any other legislation in any jurisdiction relating to bribery, corruption or fraud. In the event that there is any reasonable risk that this representation has, is or may become untrue at any time the Supplier will promptly notify the Customer thereof and take such steps as the Customer may reasonably require in order to rectify or deal with the situation.

17.4 The Customer reserves the right to require and request evidence from the Supplier to ensure that their personnel and employees are aware of:

- a) Their contribution to product or service conformity;
- b) Their contribution to product safety; and/or
- c) The importance of ethical behavior.

18. Intellectual Property

18.1 The Supplier will retain ownership of all its Background IP. The Supplier grants to the Customer an irrevocable, nonexclusive, sublicensable, perpetual, paid-up, royalty-free, worldwide license to exercise all IP Rights in the Background IP solely to the extent that such Background IP would otherwise interfere with the Customer's, the Customer's suppliers', or the Customer's customers' use or enjoyment of the Supply, results of the Supply or the Customer-owned Foreground IP (the "License").

18.2 In addition, if the Contract terminates for whatever reason, the Supplier hereby grants the Customer the right to exercise all IP Rights in the Background IP for the purpose of preventing delays, interruptions to or stoppage of delivery of any Customer's products or services incorporating the Services pursuant to a binding agreement existing prior to the date of the termination.

18.3 The Supplier further grants the Customer the right to exercise all IP Rights in the Background IP for any purpose in the event:

- a) the Supplier discontinues or suspends business operations or the production or provision of any or all products or services;
- b) the Supplier is acquired by or transfers any or all of its rights to sell any goods and/or provide any services that were subject of the Supply to any third party, whether or not related, without the Customer's prior written consent;
- c) the Supplier is appointed trustee in bankruptcy or is declared bankrupt or becomes insolvent (whether measured under a balance sheet test or by the failure to pay debts as they come due) or the subject of any insolvency, receivership or assignment for the benefit of creditors proceeding under state or non-bankruptcy law; or
- d) the Supplier voluntarily becomes a debtor in any case under bankruptcy law or, in the event an involuntary bankruptcy

petition is filed against the Supplier, such petition is not dismissed within thirty (30) days;

the Supplier will, at the written request of the Customer and at no additional cost to the Customer, promptly deliver to the Customer all the Background IP considered by the Customer to be necessary to satisfy the License.

- 18.4 All Foreground IP will be the exclusive property of the Customer. The Supplier hereby irrevocably assigns to the Customer all right, title and interest in the Foreground IP for no additional charge. The Supplier will protect Foreground IP in the Customer's best interest.
- 18.5 The Supplier will obtain agreements with its employees and independent contractors to enable the transfers of ownership and grants of rights to which the Customer is entitled under these Conditions and/or the Contract.
- 18.6 To the extent the Supplier incorporates third-party IP into any Supply, the Supplier will obtain for the Customer at least the license rights granted in by the License in such third-party IP, at no additional cost to the Customer and hereby grants such rights to the Customer.

19. Indemnity

- 19.1 The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs, and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with:
 - a) breach of any warranty given by the Supplier in relation to the Supply;
 - b) any claim that the Supply or its importation, use or resale, infringes, the patent, copyright, trademark, or other intellectual property rights of any other person;
 - c) any act or omission of the Supplier or its employees, agents or sub-contractors involved in the Supply; or
 - d) all claims by the customers of the Customer (and their sub-Customers) arising out of any breach of the Supplier's obligations.

20. Remedies

- 20.1 Without prejudice to any other right or remedy which the Customer may have, if any Supply is not in accordance with, or the Supplier fails to comply with any of the terms of the Contract, the Customer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Supply have been accepted by the Customer:
 - a) to rescind the Order and/or Contract;
 - b) to reject the Supply (in whole or in part) and, if practicable, return it to the Supplier at the risk and cost of the Supplier on

the basis that a full refund for the Supply (or its part, as the case may be) so returned shall be paid forthwith by the Supplier;

- c) at the Customer's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Supply or to provide a replacement Supply and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- d) to refuse to accept any further deliveries of the Supply but without any liability to the Supplier;
- e) to carry out at the Supplier's expense any work necessary to make the Supply comply with the Contract; and
- f) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

21. Termination

21.1 The Customer shall be entitled to cancel the Contract in respect of all or only part of the Supply by giving notice in writing to the Supplier at any time prior to delivery or performance, in which event the Customer's sole liability shall be to pay to the Supplier the Price in respect of which the Customer has exercised its right of cancellation, less the Customer's reasonable estimate of the Supplier's net saving of cost arising from the cancellation.

21.2 The Customer shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

- a) the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
- c) the Supplier ceases or threatens to cease to carry on business; or
- d) the Customer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

22. Force Majeure

22.1 In the event that either party is prevented from fulfilling its obligations under the Contract by reason of any supervening unforeseeable and insurmountable event beyond its control including but not limited to war, national emergency, flood, or earthquake, the party shall not be deemed to be in breach of its obligations under the Contract. The affected party shall immediately give notice of this to the other party

and must take all reasonable steps to resume performance of its obligations.

- 22.2 If a force majeure event affects either Party's fulfilment of the Contract for more than two months, the other Party is entitled to terminate the Contract in writing.

23. **Communications**

23.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by fax or sent by electronic mail to their registered offices or such changed addresses as later notified.

23.2 Communications shall be deemed to have been received:

- a) if sent by pre-paid first-class post, two Business Days after posting (exclusive of the day of posting); or
- b) if delivered by hand, on the day of delivery; or
- c) if sent by fax or electronic mail on a Business Day prior to 4.00 pm local time of the addressee, at the time of transmission and otherwise on the next Business Day.

23.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

24. **Waiver**

No waiver by the Customer of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

25. **Severance**

If any provisions of these Conditions or the Contract are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of other provisions shall not be affected. In such case the parties will amend the Contract so that the affected provisions edited while preserving their economic purpose.

26. **Governing Law and Jurisdiction**

26.1 The Contract shall be governed by the laws of Czech Republic without regard to its conflict of laws rules nor UN Convention on Agreements for the International Sale of Goods of 11 April 1980.

26.2 Any dispute that has arisen between the parties under or in connection with the Contract, including a dispute regarding its existence or validity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators

appointed in accordance with the said Rules. The place of arbitration will be in Vienna and the language will be English.