

PURCHASE AGREEMENT  
BETWEEN  
CITY OF RIVERSIDE  
AND  
AIRBUS HELICOPTERS, INC.

This Purchase Agreement is entered into by and between:

**CITY OF RIVERSIDE** with its principal place of business at 3900 Main Street, Riverside, CA  
92522

And

**AIRBUS HELICOPTERS, INC.**, a Delaware corporation, with its principal place of business at  
2701 N. Forum Drive, Grand Prairie, TX 75052

## PURCHASE AGREEMENT

<b>1</b>	<b>GENERAL INFORMATION</b>	
	Helicopter Type	H125
	Build Year	2022
	FAA Registration	N-Registered
	Quantity	Qty 2

<b>2</b>	<b>EQUIPPED AIRCRAFT PRICE</b>											
	Price of the helicopter with optional equipment <i>Detailed pricing defined in Exhibit 1</i>	<table border="1"> <tr> <td>Aircraft</td> <td>\$5,117,003</td> </tr> <tr> <td>CA Tax 8.75%</td> <td>\$443,497</td> </tr> <tr> <td>Discount</td> <td>(\$48,468)</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$5,512,032</b></td> </tr> <tr> <td><b>QTY 2</b></td> <td><b>\$11,024,064</b></td> </tr> </table>	Aircraft	\$5,117,003	CA Tax 8.75%	\$443,497	Discount	(\$48,468)	<b>TOTAL</b>	<b>\$5,512,032</b>	<b>QTY 2</b>	<b>\$11,024,064</b>
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<b>TOTAL</b>	<b>\$5,512,032</b>											
<b>QTY 2</b>	<b>\$11,024,064</b>											

<b>3</b>	<b>MILESTONE PAYMENTS</b>			
	<u>Deposits</u>	<u>USD</u>	<u>Percentage</u>	<u>Due</u>
	Balance A/C #1	\$5,068,535	100%	Net-30 days after delivery of the Aircraft
	CA Tax 8.75%	\$443,497	100%	Net-30 days after delivery of the Aircraft
	Balance A/C #2	\$5,068,535	100%	Net-30 days after delivery of the Aircraft
	CA Tax 8.75%	\$443,497	100%	Net-30 days after delivery of the Aircraft
	<b>TOTAL</b>	<b>\$11,024,064</b>		

<b>4</b>	<b>PAYMENT TERMS</b>
	<p><u>Type of Payment:</u> Net-30 Days</p> <p><u>Remit Instructions:</u> Submit U.S. funds to Airbus Helicopters, Inc., via wire transfer.</p> <p>Airbus Helicopters, Inc. C/O Bank of America 115 West 42nd Street New York, NY 10036</p> <p>ACH/EFT ABA # 111000012 Wire ABA # 026009593 AHI Account # 4427299827 Fed ID # 75-2416720</p> <p>Please reference the following identifying details in the wire transfer of funds: Invoice Number, Aircraft Model, Serial Number, and Contract Number.</p>

<b>5</b>	<b>DELIVERY TERMS</b>	
	Delivery Date	Aircraft #1 Q1 2023 Aircraft #2 Q2 2023
	Delivery Location	Carlsbad, CA (Hangar One) FCA INCOTERMS® 2020

6	<b>ADDITIONAL PROVISIONS</b>
<p>Revisions noted in this Section 6 take precedence over the related Exhibit 2 – Terms and Conditions. See Paragraph 16 of the Terms and Conditions for order of precedence.</p> <p><b>Discount:</b></p> <ul style="list-style-type: none"><li>Discount of (\$48,468) for each of the aircraft purchased.</li></ul> <p><b>Additional Training:</b></p> <ul style="list-style-type: none"><li>One (1) Additional Initial Pilot Course for each aircraft purchase. This is a total of three (3) pilots per aircraft, and six (6) total pilots for the two (2) aircraft purchase.</li><li>One (1) Inadvertent Instrument Meteorological Conditions (IIMC) course for each aircraft purchased. This is a total of two (2) IIMC courses for the two (2) aircraft purchase.</li><li>Training to be performed at the Airbus facility in Grand Prairie, TX. Students must attend a scheduled course. All travel expenses are the responsibility of Riverside Police Department Aviation Unit.</li><li>See Paragraph 7 of Exhibit 2 – Terms and Conditions for standard training.</li></ul> <p>Note: Engine warranty will be assigned to the City upon delivery of each aircraft. The City will coordinate directly with the engine manufacturer for all engine warranty issues.</p>	
7	<b>LIST OF EXHIBITS</b>
Exhibit 1 – Configuration Exhibit 2 – Terms and Conditions	
8	<b>NOTICES</b>
<p>All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be given and received (a) when personally delivered by hand to the recipient or (b) three (3) days after deposit in registered or certified first class U.S. mail (or comparable national postal system, if appropriate), postage prepaid, or (c) transmitted by facsimile or electronically via email to the recipient at the address set forth under such recipient's name on the first page of this Agreement.</p> <p><b>Airbus Helicopters, Inc.</b> Kim Ford Contract Administrator/Manager Phone: (972) 641-3791 Email: <a href="mailto:kim.ford@airbus.com">kim.ford@airbus.com</a> Address: 2701 N. Forum Dr., Grand Prairie, TX 75052</p> <p><b>City of Riverside</b> Captain Chris Wagner Phone: (951) 353-7940 Email: <a href="mailto:cwagner@riversideca.gov">cwagner@riversideca.gov</a> Address: 3900 Main St., Riverside, CA 92522</p>	

This Purchase Agreement, the attached Terms and Conditions (as defined herein) and all applicable Exhibits constitute the entire agreement between the Seller and the Buyer ("Agreement"). This Agreement supersedes all previous communications and/or agreements either oral or written, between the Seller and the Buyer with respect to the Products and/or Services (as defined herein).

The delivery date and price as defined herein will become firm upon receipt of executed Purchase Agreement no later than 23 December 2021.

The offer herein is subject to and contingent upon Buyer being cleared in Seller's Anti-Money-Laundering/Know Your Customer (AML/KYC) process. Seller will not sign this Purchase Agreement unless and until this AML/KYC clearance is obtained, and failure to obtain such clearance will render the offer herein null and void.

This order is subject to the Terms and Conditions as defined in Exhibit 2 attached hereto. Any modifications to the Terms and Conditions are defined in Section 6 – Additional Provisions. This Document contains confidential information which is to be treated at all times in accordance with Paragraph 10 – Confidentiality of Exhibit 2 – Terms and Conditions.

The Parties, intending to be legally bound as evidenced by the signatures below of each Party's authorized representative, agree to all terms as defined in this Purchase Agreement effective as of the final signature date shown below (Effective Date).

For CITY OF RIVERSIDE

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

Certified as to funds availability:

By: \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy City Attorney

Date of Last Signature: \_\_\_\_\_

For AIRBUS HELICOPTERS, INC.

By: \_\_\_\_\_  


Printed Name: \_\_\_\_\_ Treg Manning

Title: \_\_\_\_\_ Vice President, Sales & Marketing

Date: \_\_\_\_\_ 22-Nov-2021

By: \_\_\_\_\_  


Printed Name: \_\_\_\_\_ Joerg Bischof

Title: \_\_\_\_\_ Chief Financial Officer

Date: \_\_\_\_\_ 22-Nov-2021

## Exhibit 1 CONFIGURATION

Any changes to the configuration will be treated in accordance with Paragraph 16 – Modifications of Exhibit 2 – Terms and Conditions.



## 2022 H125

<b>STANDARD AIRCRAFT:</b>		<b>\$3,424,000</b>
LH SLIDING DOOR W/REDUCED HI-VIS DOOR CABIN HEATING/DEMISTING CIRCUIT HIGH SKID LANDING GEAR LONG BOARDING STEPS NVG VEMD LED FIN ANTI-COLLISION LIGHT VISION 1000 FLIGHT DATA MONITORING SYSTEM INTERIOR: FACTORY COVERED SEAT CUSHIONS	ROTOR BRAKE WIRE STRIKE PROTECTION SYSTEM - EC - FIXED PROVISIONS ENERGY-ATTENUATING SEATS - PILOT & COPILOT KIT TO INCREASE INTERNAL GROSS WEIGHT TO 2,370 KG (5,225 LB) - (DUAL HYDRAULIC) LED POSITION LIGHTS - RH/LH CRASH RESISTANT FUEL SYSTEMS AFT BAGGAGE DOOR MOD	
<b>STANDARD AIRCRAFT AVIONICS:</b>		<b>INCLUDED</b>
COM/NAV/GPS / GTN650 / GARMIN NAV/COM / GNC255A / GARMIN TRANSPONDER / GTX335R / GARMIN AUDIO / GMA350H / GARMIN ELT / 406AP-H INTEGRA EXT'D RANGE / KANNAD ELECTRONIC FLIGHT DISPLAY SYSTEM / G500 TXi / GARMIN CHARTVIEW OPTION SYNTHETIC VISION OPTION MECANICAL CHRONOGRAPH		
<b>STANDARD FACTORY INSTALLED OPTIONS:</b>		<b>INCLUDED</b>
ENHANCED THERMAL PROTECTION ON REAR TRANSMISSION RIGHT HAND REAR SLIDING DOOR 200 AMP AUXELIC STARTER GENERATOR		
<b>STANDARD AHI INSTALLED OPTIONS:</b>		<b>INCLUDED</b>
AIR CONDITIONER / RH BAGGAGE COMPARTMENT / RSG RG350 BATTERY, CONCORD LEAD ACID DUAL USB / TA202 / MID-CONTINENT COLLECTIVE ACTIVATED HOURMETER PULSED LANDING AND TAXI LIGHT STEP - COWLING MAINTENANCE - LH/RH TAIL ROTOR GUARD, REMOVABLE PARTS ELECTRONIC STANDBY INSTRUMENT / ESI-500 / L3		
<b>STANDARD AHI OPTIONS:</b>		<b>INCLUDED</b>
HI-VIS MAIN ROTOR BLADES ONE OR TWO COLOR EXTERIOR: CHOICE OF UP TO THREE (3) COLORS CUSTOMER REQUESTS AMERICAN FLAG DECAL ON VERTICAL (NO CLEAR ON DECAL)		
<b>REMOVAL OF STANDARD EQUIPMENT:</b>		<b>(\$1,488)</b>
LOOSE EQPT	NAV/COM / GNC255A / GARMIN	PROVIDED AS LOOSE EQUIPMENT
LOOSE EQPT	TRANSPONDER / GTX335R / GARMIN	PROVIDED AS LOOSE EQUIPMENT
LOOSE EQPT	AUDIO / GMA350H / GARMIN	PROVIDED AS LOOSE EQUIPMENT
	CREDIT FOR NO INTERIOR FLOORING	(1,488)
<b>ADDITIONAL AIRFRAME EQUIPMENT: AHI INSTALLED</b>		<b>\$252,720</b>
AFT BULKHEAD HARDPOINT - MATERIALS ONLY BATTERY RELOCATION - RG390E LEAD ACID - TAILBOOM - LG DOOR DOOR - RH FWD TOUR DOOR - SHORT CLEAR - AHCA DOOR - LH FWD TOUR - SHORT CLEAR - AHCA DUAL CONTROLS W/ TWIST GRIP - B3e ONLY - AHF EXTENDED-EXTENDED SEAT RAILS EAS, 4G - LH ONLY STAINLESS STEEL RUB STRIPS SLIDING DOORS - LH/RH AIRCRAFT TRANSPORT TO CARLSBAD, CA / OFFSITE ACCEPTANCE + DELVIERY / RETURN TO SERVICE FLIGHT		
<b>MANAGED COMPLETION: VENDOR INSTALLED</b>		<b>\$1,441,771</b>
AIR CONDITIONER - AIR COMM - RH MOUNTED CONDENSER AFT BULKHEAD HARDPOINT INSTALLATION ANTI-TORQUE PEDAL EXTENSIONS - PILOT AND COPILOT (LOOSE EQUIPMENT) BAMBI BUCKET - FIXED PROVISIONS (ELECTRICAL/MECHANICAL) BAMBI BUCKET - MODEL NUMBER 1821 - 1QTY (LOOSE EQUIPMENT) BARRIER FILTER - AFS DONALDSON COLLECTIVE BARRIER - AFT PEDESTAL - WITH USB CHARGE PORTS COLLECTIVE QUICK DISCONNECT MODIFICATION B3 - AHI CABLE CUTTER, REMOVABLE PARTS DART CARGO MIRRORS - RH CARGO SWING 3086LB - COMPLETE SYTEM WITH INDICATOR CONTAINER HOLDERS PILOT & COPILOT ENGINE - FACET OIL FILTER - PUROLATOR FACET STC (SH2676SC) FLOORING - LONCOIN II FLECKS - ONYX #C150 FLOORING HEAVY DUTY CARGO TIE DOWN RINGS HOBBS METER - ADDITIONAL TO FACTORY (COLLECTIVE AND HYDRAULIC ACTIVATED) INSTRUMENT PANEL - HALF PANEL W/SUPPORT BAR		



**MANAGED COMPLETION: VENDOR INSTALLED**

- FULL LENGTH SKID SHOES CARBIDE
- GENEVA AVIONICS - P132 PEDESTAL WITH ELECTRICAL UPGRADE
- LIGHT - WHELEN LED POSITION X3 (REPLACES FACTORY)
- LIGHT - WHELEN LED LANDING AND TAXI
- LIGHT - WHELEN LED STROBE (RED) BELLY MOUNTED BEACON W/LOWER FAIRING
- SEAT BACK POCKETS - LEATHER - COLOR TBD
- STORAGE CONTAINER BEHIND TFO COLLECTIVE
- TRACK AND BALANCE PROVISIONS MICROVIBE II (INCLUDES 2X ACCEL'S, ONE MAG PICKUP, CABLES)
- GARMIN GDL69 XM WEATHER RECIEVER
- GARMIN GFC-600H 3-AXIS AUTOPILOT
- GARMIN TRAFFIC SYSTEM - GTS 800 DUAL ANTENNA
- DAVTRON DIGITAL CLOCK WITH TIMER AND BATTERY BACK-UP
- CFE** FIXED PROVISIONS - CHURCHILL ARS-500 C AVIONICS MOVING MAP SYSTEM (CFE)
  - TO INCLUDE AEROCOMPUTERS AK-4 KEY BOARD (LOOSE EQUIPMENT)
  - MACRO BLUE DISPLAY 17" HD WIDSCREEN MONITOR W/ FOLDING ARM
- CFE** FLIR 380HDC TO BE CFE
  - FIXED PROVISIONS - STAR SAPHIRE 380 HDC (CFE)
  - AIRFILM DOWNPOST UTILITY MOUNT FOR CAMERA SYSTEM
- CFE** PEP-WAVE WIFI ROUTER - 5 PORTS/ 4G+3G / EXTERNAL ANTENNAS
- GARMIN GTN750
- FIXED PROVISIONS - GARMIN GTN750 (CFE)
- CFE** LOJACK RECIEVER CFE
  - LOJACK SYSTEM FIXED PROVISIONS
- BECKER AUDIO SYSTEM - FIXED ELECTRICAL AND MECHANICAL PROVISIONS
  - CFE** - 2 X ACU6100 CFE
  - CFE** - AUDIO ROUTER CFE
  - COPILOT TRANSMIT / ICS FOOTSWITCH
  - 4 REAR PAX ICS STATIONS
  - ALPINE AERO TECH DROP CORDS (4)
- GARMIN GRA5500 RADAR ALTIMETER SYSTEM (INCLUDE GI 205 FOR NVG CERTIFICATION)
  - SENSOR SYSTEMS ANTENNAS AND PADS - INCLUDED
  - RADAR ALTIMETER ENABLEMENT CARD FOR G500H - INCLUDED
- GARMIN GTX-345R ADSB IN/OUT TRANSPONDER INCLUDING VERTICAL MOUNTING TRAY
  - ADS-B OUT DISABLE OPTION
- MODE A/C LOCK ENABLEMENT FOR TRANSPONDER
- SOLDERBERG OVERHEAD MAP LIGHTS (2 EACH) PILOT / COPILOT LOCATION
- AERO DYNAMIX NVG COCKPIT / CLASS A-B-WHITE PHOSPHEROUS
- AVIONICS SHELF - LH BAGGAGE COMPARTMENT
- TECHNISONIC TDFM-9300 FIXED ELECTRICAL/MECHANICAL PROVISIONS (CFE)
  - CFE** - TDFM9300 TO BE CFE
  - CFE** - FOXTRONICS FLX3050B LOW BAND ANTENNA TUNER
- AEM PA SYSTEM
- TRAKKA BEAM TLX SEARCH LIGHT WITH ATM MOUNT, DOVETAILS AND WEDGE
- G500 TXI VIDEO ENABLEMENT CARD
- FUEL BOOST LIGHT IN CAUTION PANEL (STD)

**ADDITIONAL TRAINING:**

**INCLUDED**

- ADDITIONAL INITIAL PILOT TRAINING COURSE
- ONE INADVERTENT INSTRUMENT METEOROLOGICAL CONDITIONS (IIMC) COURSES
- NOTE: MUST ATTEND SCHEDULED COURSES AT AHI FACILITY IN GRAND PRAIRIE, TX

**DISCOUNT:**

**(\$48,468)**

**TOTAL AIRFRAME AND COMPLETION, FAF, CARLSBAD, CALIFORNIA**

**\$5,068,535**

# AIRBUS

Contract Number: 2021-H125-019  
Customer: City of Riverside  
Date: 19 November 2021

## Exhibit 2 TERMS AND CONDITIONS

## TERMS AND CONDITIONS

### Paragraph 1 - DEFINITIONS

- o **Affiliate** means a company which Controls or is Controlled by the Buyer or the Airbus Helicopters group of companies.
- o **Buyer** means the person, entity, or company to whom Seller sells any Products and/or Services under the Contract.
- o **Buyer Furnished Equipment and Customer Furnished Equipment (BFE/CFE)** means equipment owned by Buyer which has been furnished to Seller.
- o **Certificate of Conformity** means the document issued by Seller's quality assurance organization after completion of procedures approved by the respective authorized national agency certifying the Product's conformity with Seller's applicable specifications.
- o **Contract (or Purchase Agreement)** means the agreement between the Parties including these terms and conditions, along with all Exhibits, annexes, and appendices, applicable to the sale of Products and/or Services as defined therein.
- o **FAA** means Federal Aviation Administration.
- o **Control** (including with correlative meanings the terms "controlling", "controlled" and "under common control with"), shall mean the possession, directly or indirectly, whether through ownership of voting securities, by contract or otherwise of:
  - a majority of the voting rights exercisable at general meetings of the controlled undertaking on all, or substantially all, matters, or,
  - the power to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors on all, or substantially all, matters ; or
  - a power to exert a dominant influence over the affairs of the controlled undertaking
- o **FCA (Incoterms® 2020)** means Free Carrier International Commerce Terms
- o **Helicopter** means the specific helicopter(s) as defined in this Contract.
- o **Helicopter Manufacturer** means Airbus Helicopters S.A.S or Airbus Helicopters GmbH as applicable.
- o **IT Service Provider(s)** mean(s) a third parties(y) contracted by the receiving Party that provide(s) IT services, project management services or other office management services and which may have administrative rights to sustain the IT systems.
- o **Part** means a detail part with reference to a part number shown on a drawing parts list provided by the Helicopter Manufacturer.
- o **Party/Parties** mean either separately or collectively Buyer and/or Seller.
- o **Product(s)** means the goods to be provided by Seller under the Contract which comply with the applicable specifications and/or definition, including all types of Helicopters, optional equipment, Spare Parts, tools, other equipment, documentation, technology, data, software on a Product, and any other goods mentioned in the Specific Exhibit(s) when applicable.
- o **Seller** means Airbus Helicopters, Inc.
- o **Service(s)** means the services which may be performed under the Contract, consisting of:
  - performance of maintenance and repair,
  - provision of technical publications, technical assistance, and/or technical expert services,
  - tool rental,
  - performance of Training Services,
  - Software as a Service "SaaS", and
  - any other services mentioned in the Specific Exhibit(s), when applicable.
- o **Spare Parts** means replacement parts to be purchased from or otherwise supplied by Seller.
- o **Specific Exhibit(s) (or Exhibit)** means the exhibit of the Purchase Agreement outlining specific conditions.
- o **Terms and Conditions** means these terms and conditions applying to the sale of new Helicopters and associated Products and Services.
- o **Training Services** means training need analysis, training courses, and simulator sessions (if applicable), including training software, documentation and courseware.

All other defined terms used herein and not otherwise defined shall have the meanings assigned to those terms as set forth in the Maintenance Manual and Flight Manual (as such manuals are revised and amended from time to time) provided by Seller with each new Helicopter sold by Seller, copies of which have been supplied to Buyer.

### Paragraph 2 - PRICES AND TERMS OF PAYMENT

- (a) Prices shown on the Purchase Agreement are in U.S. dollars for Products shipped FCA (Incoterms® 2020) Seller's facility or FCA to a common carrier at Seller's facility and do not include any preparation, packaging or crating charges, federal, state or local taxes, excise tariffs or charges, custom duties or other levies, applicable to the manufacture or sale of the Products, which charges, taxes, tariffs or other levies will be added by Seller to the purchase price and will be paid by Buyer, nor any modifications carried out at Buyer's request before and after delivery, expenses incurred for the inspection of Products by third parties, or expenses relating to freight forwarding, carriage by sea, air or land, ferry-flight, storage or insurance costs incurred after Buyer's acceptance.
- (b) Unless otherwise specified in this Contract, Buyer shall pay the total unpaid purchase price, plus all applicable preparation, packing and crating charges, taxes, tariffs, customs duties or levies, and other applicable charges, at the time of delivery of the Products. In the event Buyer claims sales tax exemption for its purchase of the Products and Buyer's purchase is subsequently found to be non-exempt by the applicable taxing authority, then Buyer agrees to reimburse Seller for any unpaid taxes, interest and penalties assessed against the purchase by the taxing authority.
- (c) All payments shall be made to Seller without setoff, in accordance with the payment terms and remittance instructions stated in Item 4 of the Purchase Agreement. Buyer represents and warrants that all payments made to Seller will be remitted from a bank account owned by Buyer or through a formal escrow closing.
- (d) Buyer shall remit all payments set forth in Item 3 of the Purchase Agreement with the initial deposit due immediately upon execution of the Contract by both Parties and final payment due at delivery of the Products and Services prior to acceptance and transfer of ownership. All deposits are non-refundable.
- (e) Payment shall under no circumstances be postponed or apportioned for any reason whatsoever. Without prejudice to the above, should Buyer fail to pay, or in the event of a delay in payment, Seller will be entitled to extend the schedule for an equivalent time period and/or suspend performance of the Contract and/or in all cases definitively retain the amount of any payments already made by Buyer. The retention of any such payments shall not preclude Seller from seeking compensation from Buyer for further damages and/or costs. In the event of a delay or failure by

Buyer to pay for more than sixty (60) calendar days, Seller shall be entitled to terminate the Contract for default of Buyer under the conditions defined in Paragraph 13 of this Contract.

### Paragraph 3 - DELIVERY AND ACCEPTANCE

- (a) The Products shall be delivered FCA (Incoterms® 2020) Seller's facility or FCA to a common carrier at Seller's facility for shipment at Buyer's expense to destination(s) designated by Buyer. Title to and risk of loss for Products shall pass to Buyer upon delivery thereof to Buyer at Seller's facility or upon delivery thereof to a common carrier at Seller's facility for shipment to Buyer unless otherwise specified in the Purchase Agreement.
- (b) The Products shall be accepted by Buyer by an authorized and qualified representative of Buyer after inspection and, in the case of Helicopters, flight test at Seller's facility or at such other location previously approved by Seller.
- (c) Prior to Buyer's acceptance activities for new Helicopters, the Seller shall perform production ground and flight tests on Helicopters. Flight tests will not exceed fifty (50) hours per Helicopter for the H215 and H225 model aircraft, thirty (30) hours per Helicopter for the H160 and H175 model aircraft and twenty (20) hours per Helicopter for all other model aircraft. Some equipment and components may be delivered with up to fifty (50) hours and/or the remaining time of some equipment and components may be reasonably affected by the manufacturing cycle. Additional hours may be flown in the event that development and installation of specific equipment is requested by the Buyer. The cost of such additional hours shall be borne by Buyer.
- (d) Buyer agrees to accept the Products in accordance with this Paragraph 3 within ten (10) calendar days after: (i) the delivery date set forth on the Purchase Agreement or (ii) the date that the Products are ready for delivery as specified in a written notice by Seller to Buyer, if said delivery has been delayed by Seller.
- (e) In the event Buyer fails to accept delivery of the Products as provided herein, or fails to make any payments that may be due to Seller prior to or at delivery of any Products, or breaches any other terms or provisions hereof, Seller may cancel this Contract and retain all payments, including all deposits, theretofore made by Buyer to Seller, whether pursuant to this Contract or otherwise, in satisfaction of any indebtedness of Buyer hereunder, and the retention by Seller of any such payments shall not preclude Seller from seeking additional or further damages from and against Buyer as Seller may elect.
- (f) Upon delivery of the Products to Buyer, Buyer shall immediately inspect the Products at its own cost. If the Products are found not to conform to the published specifications for such Products, Buyer shall give written notice to Seller of any claim to that effect within ten (10) calendar days after delivery of the Products, setting forth in reasonable detail the manner in which the Products do not conform. If Buyer retains the Products after delivery without giving Seller such notice as required, such failure shall constitute an irrevocable acceptance of the Products by Buyer except with respect to defects not reasonably discoverable by such inspection.
- (g) Immediately upon transfer of ownership to the Buyer, the Buyer shall be responsible, at its own cost, for appropriate insurance coverage. With respect to the Buyer's hull all risk and hull war risk insurance coverage, the Buyer shall cause the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller, its assignees and its directors, officers, agents and employees. From the transfer of risks, the Buyer shall bear all risks related to the Helicopter and waive the right of any recourse of any nature whatsoever against the Seller, its assignees and its directors, officers, agents and employees in this respect.
- (h) After delivery of the Helicopter, should Buyer delay flyaway from Seller's facility, Seller shall provide hangar keeper's care and charge Buyer according to prevailing rates. Buyer is responsible for any additional costs incurred by Seller due to such delay.
- (i) Seller will comply with all mandatory service bulletins and airworthiness directives prior to delivery. The Helicopter is to be delivered with an FAA Certificate of Airworthiness in the Standard category, or in the case of an unassembled delivery, capable of obtaining an FAA Certificate of Airworthiness in the Standard category upon completion at Buyer's designated completion center.

### Paragraph 4 - DELAYS

- (a) Seller shall not be responsible for, or liable to Buyer, for any damages or expenses incurred by Buyer from any failure to perform or delay in performance by Seller due, in whole or in part, to "Excusable Delays." An "Excusable Delay" is any failure to perform or delay in performance that is due to causes beyond Seller's control including, but not limited to, acts of God, pandemic, epidemic, fire, explosion, acts of the public enemy, war, insurrection, sabotage, labor disputes (regardless of the reasonableness of demands of labor), shortage of labor, fuel, power or materials, failure or delays in transportation, equipment or machinery breakdown, failure or delay of Seller's sources of supplies, acts, orders or priorities (whether compliance therewith is mandatory or voluntary) of any government, state, or political subdivision or agency thereof or judicial action and any other case beyond the reasonable control of the Seller, including any of the above events which pre-existed at the time of the signature of the Contract and where unknown to Seller.
- (b) Buyer's failure to provide, not less than ninety (90) calendar days prior to the scheduled delivery date, complete materials, equipment, instructions, and authorizations to Seller for installation of BFE/CFE during the assembly process, which failure causes the Product to be nonconforming at the delivery date, shall not be cause for delay in acceptance pursuant to Subparagraphs 3(c) and 3(e) above or delay in payment. In the event BFE/CFE is nonconforming or inoperable, Buyer is responsible for any additional costs incurred by Seller and for any resulting delay in delivery. Detailed instructions concerning the external paint scheme of the airframe, and the colors of the interior upholstery and, if necessary, the selected type of upholstery, shall be provided to Seller at the latest sixty (60) calendar days after signature of the Contract by the last Party to sign, based on samples provided by Seller. Any delay in delivery date due to Buyer's failure to provide Seller such detailed instructions within this 60-day period may result in delays to the delivery of the Helicopter. Any additional costs incurred by Seller as a result of the occurrence of one or more of the events described in this Subparagraph 4(b) shall be invoiced by Seller and paid by Buyer at time of delivery over and above the price of the Contract.
- (c) Furthermore, any change request(s) by Buyer may extend the delivery date or require an adjustment to the purchase price stated in the Purchase Agreement. In order not to impact delivery schedules, the Parties agree to freeze the configuration at least ninety (90) calendar days prior to scheduled delivery date unless mutually agreed otherwise by the Parties. Certain configuration changes require configuration freeze more than ninety (90) calendar days prior to scheduled delivery. Upon Buyer request for changes, Seller is authorized to send Buyer an electronic sequential confirmation notice of change order by Buyer setting out the configuration change or Contract revision, the adjusted purchase price, if any, and the revised delivery date. Buyer may reject, in writing or electronically, any confirmation notice that is unacceptable within five (5) calendar days of receipt of a confirmation notice from Seller. If timely rejected by Buyer, the Contract, as amended, will remain in effect and the change order will lapse and not become a part of this Contract. Buyer's failure to respond timely to any confirmation notice will be deemed acceptance of the change order by Buyer, which will become part of the Contract, as amended. The Parties agree that any such configuration change request from Buyer within ninety (90) calendar days will be contracted through a separate retrofit agreement for the additional scope of work including the related price and delivery schedule, if applicable.

- (d) Seller's adherence to the delivery date is conditioned upon Buyer fulfilling all of its contractual obligations.
- (e) For the avoidance of doubt, the delay or absence of payment by Buyer cannot be considered by itself as an Excusable Delay.
- (f) In case of Excusable Delay, the contractual delivery date shall be extended by such period of time reasonably required to remove and/or overcome the event of Excusable Delay and its effects.

## Paragraph 5 - LIMITED WARRANTY

- (a) Seller warrants each new Helicopter and Parts and tools manufactured by Helicopter Manufacturer purchased under this Contract to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to replacing or repairing Parts or tools that have been returned to Seller's facility and, at the time of any repair or replacement, shall have been recognized by Seller, in its sole discretion, as subject to this warranty. To be eligible for repair or replacement under this warranty, the alleged failure must have occurred, as determined by Seller, within the following time limits:
  - (1) With respect to Helicopter(s) and optional equipment manufactured by Helicopter Manufacturer: 2000 flying hours or -36- months after delivery to Buyer, whichever occurs first.  
Seller agrees to credit Buyer at the rate specified below for reasonable labor hours solely related to direct removal and re-installation of Parts covered by approved warranty claims, but only during the first 12 months of warranty coverage. The credit will be subject to prior investigation and acceptance by Seller and will be credited to Buyer's trade account for future spares orders only. All credits must be used within 12 months of issue. All compensation for labor rates will be credited at \$190/hour.
  - (2) With respect to new Spare Parts manufactured by Helicopter Manufacturer, the earlier of: (i) 1000 flying hours; (ii) 12 months after installation; or (iii) 24 months after delivery to Buyer; and
  - (3) With respect to tools manufactured by Helicopter Manufacturer, 24 months after the tool is delivered to Buyer.
- (b) The Parts provided under this warranty, as warranty replacement Parts, may be new, repaired or otherwise serviceable components/Parts and shall be covered by the balance of the warranty period still remaining against the new Helicopter and/or replaced Part as applicable.
- (c) As soon as possible, but no later than fifteen (15) calendar days after the discovery of an alleged defect, Buyer shall furnish to Seller, by using a warranty claim form provided by Seller, the full details of its claim and the basis thereof. As soon as it receives said form, Seller will forward to Buyer a warranty claim acknowledgment and a Return Material Authorization (RMA) number. Upon receipt of the warranty form, seller will provide claim disposition within forty eight (48) hours. Return Material Authorization means the form provided by Seller for purposes of this warranty paragraph and/or Repair & Overhaul Service. Within thirty (30) calendar days following the receipt of such documents, Buyer shall return the allegedly defective Parts to the Seller. Seller shall repair or replace the Parts or tools that have been returned to Seller's facility that are subject to this warranty using best efforts to achieve turnaround times aligned with industry standards. If the Buyer fails to timely return the allegedly defective Parts, Seller reserves the right to invoice the replacement Parts which have been ordered or produced for Buyer at the price stated in Seller's relevant price list then in force, or in the relevant quotation. Risk of loss or damage during transportation of Parts returned to Seller shall be borne entirely by Buyer. Risk of loss or damage during transportation of replacement Parts to Buyer shall be borne entirely by Buyer. Other than shipping costs from Seller to Buyer, any insurance, customs expenses and other charges, as well as the expenses incurred by Buyer for the removal, re-installation and related costs and expenses with respect to such Part or Parts, shall be borne by Buyer, except as specifically provided otherwise herein. With written approval from Seller's Warranty Administrator, selected Parts may be retained at Buyer's site to be scrapped locally. Claims will not be processed until a completed claim by Buyer has been approved in writing by a Technical Representative of Seller and forwarded to and received by Seller's Warranty office, Grand Prairie, Texas.

**Note: Parts/Components ordered as replacement Parts must be identified by Buyer and acknowledged by Seller as "warranty replacements" at the time of order.**

- (d) This warranty shall apply only to the extent the Helicopter and the Parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. This warranty shall apply to Spare Parts only to the extent they are properly stored and installed, operated, and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller rendering technical advice, assistance or service in connection with the Products.
- (e) In Seller's sole discretion, if Buyer modifies, repairs or alters any Helicopter or Part sold hereunder in any manner without the prior written approval of Seller, such modification, repair or alteration shall cause this warranty to terminate and be of no further force and effect.
- (f) This warranty may not be extended, altered or varied except by prior written agreement signed by Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.
- (g) **SELLER AND HELICOPTER MANUFACTURER DISCLAIM AND EXCLUDE FROM THIS CONTRACT ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, OTHER EXPRESS WARRANTIES, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTY SET FORTH ABOVE IS GIVEN IN LIEU OF: (i) ALL OTHER WARRANTIES AND (ii) ANY OBLIGATION OR LIABILITY OF, RIGHT OR CLAIM AGAINST, OR REMEDY FROM SELLER OR HELICOPTER MANUFACTURER, IN CONTRACT OR IN TORT, INCLUDING PRODUCTS LIABILITY BASED ON SELLER'S OR HELICOPTER MANUFACTURER'S STRICT LIABILITY OR NEGLIGENCE. THE RIGHTS AND REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE IN CONNECTION WITH THE SALE OF HELICOPTER MANUFACTURER'S AND SELLER'S PRODUCT(S). THE STATED EXPRESS WARRANTY PROVIDED HEREIN CONSTITUTES SELLER'S SOLE LIABILITY IN CASE OF BREACH OF THE WARRANTY OBLIGATIONS, AND IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY OR REMEDY AVAILABLE UNDER THE CONTRACT OR AT LAW. HELICOPTER MANUFACTURER AND SELLER MAKE NO WARRANTY WITH RESPECT TO TURBINE ENGINES OR AVIONICS EQUIPMENT. FOR WARRANTY ON THESE EXCLUDED PARTS, BUYER MUST LOOK TO THE ORIGINAL MANUFACTURER. AT BUYER'S WRITTEN REQUEST, SELLER WILL ASSIGN TO BUYER ANY WARRANTY RIGHTS IT MAY HAVE RECEIVED WITH RESPECT TO SUCH ITEMS OR PARTS TO THE EXTENT SUCH RIGHTS ARE ASSIGNABLE. NORMAL WEAR AND TEAR OF PARTS SUCH AS SEALS, TIRES, INNER TUBES, BULBS, LEAD-ACID BATTERIES, PACKINGS, AND SIMILAR CONSUMABLE PARTS, AS WELL AS THOSE PARTS WHOSE LIST PRICE IS \$50.00 OR LESS, ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY.**

**Paragraph 6 - TECHNICAL PUBLICATIONS**

- (a) Seller shall supply at no additional cost to Buyer:
  - (1) One interactive electronic support O.R.I.O.N (Optimized Reader for Internet and Other Networks) with the documentation necessary for the identification and maintenance of Parts for operation and routine servicing, for each Helicopter delivered. Buyer has access through e-TechPub on AirbusWorld to:
    - o O.R.I.O.N Full Online for reading only
    - o O.R.I.O.N Light Online for download
  - (2) One Hard Copy of
    - o The Flight Manual for each Helicopter purchased by Buyer hereunder. Each Flight Manual will be customized to the specific configuration at delivery of the corresponding Helicopter. For H160 model aircraft, an electronic Flight Manual will be delivered to the Buyer.
  - (3) Access to Technical Information Publication on Internet (T.I.P.I.) for:
    - o The Service Bulletins and their subsequent updates;
    - o The Master Servicing Manual;
    - o An access to eDynamic Trouble Shooting (eDTS) for Helionix® equipped Helicopters.
  - (4) At no additional cost for three (3) years from acceptance of Product(s):
    - o One (1) electronic support (EVIDOC CMM) with the documentation necessary for the maintenance of the Parts installed on the Helicopter, and for which the suppliers have granted copyrights to Helicopter Manufacturer, for each Helicopter purchased. Buyer will have access to the technical publication through e-TechPub on AirbusWorld.
  - (5) The technical publication is initially provided at the latest available revision level.
  - (6) Seller shall supply at no additional cost and as long as the Helicopter is in operation, the updated versions of O.R.I.O.N and of the Flight Manual. The Master Servicing Manual and the Service Bulletins will be updated on T.I.P.I or such other system as Helicopter Manufacturer may implement for updating these publications.
  - (7) The Seller provides the Buyer, at no additional costs per delivered Helionix® equipped Helicopter, with a data pack to ease the initialization of Buyer's maintenance information system. The data pack will be delivered in standard electronic format. The Seller will choose the electronic format(s) at its sole option and may change from time to time.

**Paragraph 7 - TRAINING**

Unless otherwise stated in the Contract, Training Services shall be performed in accordance with the elements stated in the table below for the applicable aircraft model.

Model	Pilot Training	Airframe/Engine Technician Training	Avionics Technician Training
H125	2 slots	1 slot	N/A
H130	2 slots	1 slot	N/A
H135	2 slots	2 slots	1 slot
H145	2 slots	2 slots	1 slot
H155	2 slots	2 slots	1 slot
H160	2 slots	2 slots	1 slot
H175	2 slots	2 slots	1 slot
H215	2 slots	2 slots	1 slot
H225	2 slots	2 slots	1 slot

Seller may modify the content of Training Services to incorporate new regulatory requirements without the consent of Buyer so long as the modifications do not affect the price and/or schedule. If new regulatory requirements affect the price, duration, or delivery date of the Training Services, Seller and Buyer shall agree in writing to any required adjustments to the Contract. If the Parties fail to reach an agreement within thirty (30) calendar days of Seller giving written notice to Buyer of proposed adjustments, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 13.

**(a) Pilot Training**

- (1) In accordance with the elements stated in the table above for each applicable aircraft model, Seller shall provide, at its facility in Grand Prairie, Texas, transition training for Buyer's pilots who are proficient in helicopter flying for each new Helicopter purchased hereunder provided (i) such training is commenced within one (1) year of the delivery date hereunder, and (ii) both pilots attend the same ground school. Separate ground schools are subject to additional charges. Flight training for each pilot shall be performed in Buyer's Helicopter(s) after transfer of title to the Helicopter(s) to Buyer, unless the Parties specifically agree otherwise. Transition training shall be in accordance with Seller's program of instruction. Seller reserves the right to set minimum competency requirements for any pilot to be trained hereunder and to refuse to train any pilot not meeting those requirements.
- (2) Buyer may elect to have additional qualified pilots trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional pilot to be trained.
- (3) Buyer acknowledges that the transition procedures include, in addition to standard flight operations, the actual performance of emergency flight procedures simulating non-standard flight conditions. Buyer hereby accepts the risk of injury, loss, and damage associated with instruction in emergency flight procedures.
- (4) Buyer hereby assumes all risk of loss, injury and damage to Buyer's Helicopter(s), employees, representatives or agents during any training including without limitation, consequential or incidental damages, loss of use or injury, regardless of cause or fault, and Buyer waives all right of recovery and subrogation against Seller and its employees and agents for any such damage, injury or loss so sustained; provided, however, that this waiver and assumption of risk shall only apply to losses other than Product failures for which Seller may be responsible under the warranty provisions of this Purchase Agreement, in which case Seller's liability to Buyer, if any, shall be limited in accordance with the terms of that warranty. Buyer hereby warrants that Buyer's hull insurer has acknowledged this waiver of subrogation.

**(b) Maintenance Training**

- (1) For each new Helicopter purchased hereunder, Seller will provide ground courses covering field maintenance on the airframe and engine, in accordance with the elements defined in the table above for each applicable aircraft model. Buyer may elect to send qualified technicians to any scheduled Field Maintenance training courses and any scheduled Avionics training course (as applicable) during the six (6) months prior to delivery of the Helicopter or up to one (1) year after its delivery. Seller reserves the right to set minimum competency requirements for any technician to be trained hereunder and to refuse to train any technician not meeting those requirements.
- (2) Buyer may elect to have additional qualified technicians trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional technician to be trained.

**(c) General**

- (1) Buyer shall be responsible for loss or injury to Buyer's property, employees, representatives or agents at all times while at Seller's facility when transition or maintenance training is a reason for such time spent at Seller's facility. Furthermore, Buyer shall hold Seller and its employees and agents harmless for any such loss or injury regardless of cause or fault.
- (2) All expenses and liabilities of Buyer or Buyer's personnel for travel to and from the Seller's training facility, and stay during training, shall be borne by Buyer. Seller reserves the right to refuse to provide training to any pilot or technician at its sole discretion.
- (3) The training and technical assistance provided for herein applies only to the original purchase of a new Helicopter and is not transferable without the prior written consent of the Seller.
- (4) Reasonable insurance coverage of risks arising from the Training Services will be included in Seller's insurance policy. Seller may provide the certificate for such coverage to Buyer at its request.

**(d) Distance Training**

Some training courses may also be conducted in a remote mode; the distance training being provided on an "as available basis". The Seller will use web videoconferencing applications to perform Training in a remote mode. Course duration may be impacted due to the remote mode.

Confidentiality is warranted as defined in the applicable conditions of the web videoconferencing applications. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through web videoconferencing application and shall hold the Seller harmless from and against any consequence of a breach thereof. The Seller will choose the web videoconferencing applications at its sole option and may change from time to time.

Appropriate equipment, connectivity and telecommunication services are required to allow the Buyer to perform the remote Training. The choice of the Buyer's equipment, connectivity and telecommunications service providers remains the sole responsibility of the Buyer. The costs of these connectivity and telecommunication services shall be borne exclusively by the Buyer. The Seller shall in no event be responsible for a degraded performance due to an inappropriate Buyer's choice. The Buyer recognizes also that the good performance of the connection during the remote Training depends on the bandwidth. The Seller shall not be liable of any defective bandwidth.

An IT requirement list is sent to the customer before the course. The Buyer shall ensure the availability of appropriate IT equipment and environment (hardware, software, internet, minimal bandwidth and e-mails access - in general a webcam is mandatory) and the appropriate comfort for its trainees (such as but not limited to thermal and acoustic environment allowing to work concentrated without disruption and proper lighting).

Training manuals are provided to trainees before the course as download file or paper version or on an electronic device, as available.

Each Party remains solely and exclusively responsible for the information exchanged and shall take any appropriate action in order to:

- o comply with the applicable laws and regulations;
- o ensure that none of the information exchanged contravene public policy.

**Paragraph 8 - PRICE ADJUSTMENT AND PRODUCT SPECIFICATION CHANGE**

- (a) Pursuant to new manufacturing or engineering requirements, obsolescence or new regulations or to any currently unknown and unforeseeable impacts of the COVID-19 pandemic, Seller shall be entitled to carry out modifications without the consent of Buyer, provided such modifications do not affect the specifications or performance of the Products and/or Services, related costs or delivery time. Should the requirements affect specifications or performance of the Product and/or Services, related costs and/or delivery time, Seller and Buyer shall mutually agree in writing to an equitable adjustment in the price and/or schedule. Notwithstanding anything to the contrary, if the Parties fail to reach an agreement within thirty (30) days of Seller notifying Buyer in writing of the proposed adjustment, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 13.
- (b) Any Buyer requested changes, including configuration changes, which result in an impact to cost and/or delivery schedule require written agreement of Seller and Buyer to an equitable adjustment in price and/or delivery schedule prior to implementation of Buyer's requested changes.
- (c) Buyer agrees that the aircraft will remain registered on the FAA's civil registry and under U.S. ownership for a minimum period of nine (9) months after delivery. In the event the aircraft is de-registered from the FAA's civil registry prior to the end of this nine (9) month period, Buyer agrees to pay Seller, within thirty (30) calendar days from the date of de-registration of the aircraft, two percent (2%) of the total purchase price, before any applicable discount was applied, for twin engine aircraft and four percent (4%) of the total purchase price, before any such discounts, for single engine aircraft.

**Paragraph 9 - DELIVERY AND ACCEPTANCE OF TRADE-IN AIRCRAFT**

- (a) In the event Seller agrees to accept a trade-in aircraft, Buyer must tender trade-in aircraft for acceptance by Seller in an airworthy condition and must satisfy all of the following conditions:
  - (1) trade-in aircraft's engine(s) must pass power assurance checks conducted by Seller in its acceptance inspection of the aircraft;
  - (2) Buyer must deliver to Seller complete and accurate airframe and engine records showing compliance with all airworthiness directives and mandatory service bulletins applicable to trade-in aircraft;
  - (3) Buyer must deliver to Seller a complete set of updated maintenance manuals for trade-in aircraft unless originally delivered by CD ROM;
  - (4) trade-in aircraft must have no damage history or corrosion, unless acknowledged and accepted by Seller;
  - (5) Buyer must convey title to the trade-in aircraft free and clear of any liens, claims, security interests, charges or encumbrances of any kind;
  - (6) Buyer must deliver to Seller all standard ground handling equipment and protective covers for the trade-in aircraft;
  - (7) all equipment and systems installed on the trade-in aircraft at the time of the detailed inspection by Seller, which is provided for in Subparagraph 9(b) below, must be installed and fully operational and, if no detailed inspection is conducted, then all equipment and

systems installed on the trade-in aircraft at the acceptance inspection by Seller, which is provided for in Subparagraph 9(b) below, must be installed and fully operational;

- (8) no life-limited component installed on the aircraft at the time of the detailed inspection by Seller (provided for in Subparagraph 9(b) below) can be replaced thereafter unless required for the aircraft to remain airworthy, in which case the replacement component must have a time remaining value equal to, or greater than, the unit being replaced; and
- (9) annual and/or other periodic inspection(s) as specified by Seller must be completed within the period(s) specified by Seller.

Seller will accept title to trade-in aircraft upon Buyer's compliance with all of the conditions enumerated above.

- (b) Seller shall be entitled to conduct a detailed inspection of the trade-in aircraft at Buyer's facility at a mutually agreeable time following execution of the Contract by both Parties. Seller shall be entitled to conduct an acceptance inspection of trade-in aircraft at Buyer's facility within a specified period of time acceptable to Seller following the date on which Buyer tenders the trade-in for acceptance by Seller by giving notice of tender in accordance with the notice provisions herein. The delivery date for Buyer to tender the trade-in to Seller for acceptance is specified on the Purchase Agreement.
- (c) Any trade-in amount set forth in this Contract will be contingent upon and subject to AHI's acceptance of the applicable trade-in aircraft. If Buyer fails to comply with any of the conditions in Subparagraph 9(a), all costs necessary to correct the deficiencies, if correctable, will be borne by Buyer and all such deficiencies must be corrected to Seller's satisfaction before it shall be obligated to accept title to the trade-in aircraft. If Buyer fails to comply with any condition in Subparagraph 9(a) as of the delivery date specified herein for the trade-in aircraft, Seller, in its sole discretion, may specify, then or at any time thereafter, a period of time by which Buyer must cure the deficiencies to Seller's satisfaction; however, Seller is not obligated to allow Buyer any period of time to cure any such deficiencies. If Buyer fails to comply with Subparagraph 9(a), Seller may elect not to accept the trade-in aircraft, in which case the net purchase price owing by Buyer shall be adjusted accordingly. Any amount owing to Seller as a result of any such adjustment shall be due from and payable by Buyer on the payment terms specified on the Purchase Agreement unless otherwise specified herein. Seller, at its option, shall be entitled to adjust any trade-in credit at time of delivery until such time as it can conduct a detailed inspection of the trade-in aircraft. Seller will provide a final trade-in credit value within thirty (30) calendar days of the delivery date provided the trade-in aircraft requires no maintenance actions under Subparagraph 9(a), normal wear and tear excepted.
- (d) Buyer represents and warrants that when it conveys title to the trade-in aircraft to Seller:
  - (1) Buyer will have good and marketable title to said aircraft;
  - (2) Buyer will be the sole owner of said aircraft; and
  - (3) Buyer will be duly authorized and entitled to sell, transfer, convey, and assign all of its right, title and interest in and to said aircraft and will not violate any agreement or provision thereof by doing so.
- (e) In the event Seller shall acquire title to trade-in aircraft subject to any liens, claims, security interests, charges or encumbrances, Buyer shall promptly cause any such liens, claims, security interests, charges or encumbrances to be terminated, released, or otherwise discharged and shall hold Seller harmless against any liability arising from, relating to, or based upon any such lien, claim, security interest, charge, or encumbrance.

## Paragraph 10 - CONFIDENTIALITY

During the performance of the Contract, the confidential information of the Parties shall be protected as follows: the term "Confidential Information" shall mean this Contract and any information or data in whatever form (either in writing or orally, subject to the conditions set forth hereinafter, and including but not limited to any written or printed documents, samples, models or any means of disclosing such Confidential Information that the disclosing Party may elect to use during the life of the Contract), disclosed by either Party to the other and which is designated as confidential by the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) calendar days at the latest) confirmed and designated in writing as Confidential Information of the disclosing Party, or if not so designated would be understood by a reasonable recipient to be confidential.

The receiving Party hereby covenants that, from the effective date of the Contract, the Confidential Information received from the disclosing Party shall:

- (a) be protected and kept in strict confidence by the receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Confidential Information of like importance, but in no case any less than reasonable care;
- (b) be only disclosed to and used by those persons within the receiving Party's organization (including temporary workers) and its Affiliates, external counsels, lawyers, accountants, auditors, banks, insurers and IT Service Providers, who have a need to know and solely for the purpose specified in the Contract (and provided such entities are bound by confidentiality obligations either at least as constraining or resulting from a professional duty by operation of law);
- (c) not be used, in whole or in part, for any purpose other than the purpose of the Contract without the prior written consent of the disclosing Party;
- (d) neither be disclosed nor caused to be disclosed, whether directly or indirectly to any third Party or persons other than those mentioned in Subparagraph 10(b) above; and
- (e) neither be copied nor otherwise reproduced nor duplicated, in whole or in part, where such copying, reproduction or duplication has not been specifically authorized in writing by the disclosing Party.

The obligations of confidentiality/use restriction will not apply to any Confidential Information that the receiving Party proves:

- (a) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the receiving Party; or
- (b) was lawfully received by the receiving Party from a third party free of any obligation of confidence to such third party; or
- (c) was already in the possession of the receiving Party prior to receipt thereof, directly or indirectly, from the disclosing Party; or
- (d) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining the information in confidence have been exhausted including giving the disclosing Party such advance notice of the possibility of disclosure as practical so the disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or
- (e) is subsequently and independently developed by employees, consultants or agent of the receiving Party without reference to the Confidential Information disclosed under this Agreement.

Any Confidential Information and copies thereof disclosed by either Party to the other shall, subject to any third Party rights, remain the property of the disclosing Party and shall be immediately returned by the receiving Party upon request, unless the Buyer is required, by California Government Code section 34090 et seq., to retain the documents for a specified time, upon expiration of which Buyer shall return such documents. Additionally, the obligations of confidentiality/use restriction shall not apply if Buyer receives a request for such information under the California Public Records Act (California Government Code section 6250 et seq.). Notwithstanding the confidentiality obligations stated in the Contract, the receiving Party may disclose the Confidential Information to any governmental agency or judge legally authorized to have mandatory access to such information, provided however that in these circumstances, the receiving Party shall, prior to disclosure, notify the disclosing Party to give the disclosing Party the opportunity to take appropriate action(s), as far as available, against such disclosure. No right, license, interest or title to the Confidential Information is granted the receiving Party. The Parties agree that in the event of a threatened or actual breach of the terms of this Paragraph 10, the disclosing Party would or will

be irreparably harmed, will not have an adequate remedy at law, and will be entitled to seek injunctive relief and/or specific performance as a matter of right from a court of competent jurisdiction, without necessity of posting or providing any bond or other security otherwise required by applicable law. The injunctive relief which the disclosing Party shall be entitled to seek shall include, but is not limited to, an injunction restraining the receiving party from any further breach of this Contract and requiring it to take any affirmative action reasonably necessary to prevent any such further breach. The foregoing remedies will be cumulative of all other remedies which may be available to the disclosing Party hereunder, at law or in equity.

## Paragraph 11 - INTELLECTUAL PROPERTY

Seller retains all rights in respect of developments, inventions, know-how, production procedures and any intellectual property rights relating to the Products and/or Services.

Nothing in the Contract shall be construed as a legal transfer of or license to (other than specified hereafter), any patent, utility or design model, copyright, trademark, know-how or other intellectual property right.

Copying and/or reproducing and/or communication and/or transmission to a third party of any of Seller's Products, Services, technical information, publications or training manuals, either wholly or partially, without Seller's express written consent is strictly forbidden (except for copying by Buyer of technical documentation provided by Seller exclusively for the purposes of operation and maintenance of the Helicopter(s) purchased by Buyer under the Contract).

Seller grants the Buyer a non-exclusive, non-transferable license to use

- (a) SaaS for the purposes of operating and/or maintaining Helicopter(s), and/or
- (b) the executable form of the software on the related Product, for the purposes of operating the Helicopter.

This license does not entitle Buyer to receive free of charge updates of such software. Buyer shall not decompile, disassemble, modify, reverse assemble, reverse engineer or reduce to human readable form, the software except to the extent the foregoing restriction is determined to be invalid or unenforceable under applicable law.

## Paragraph 12 - DATA EXCHANGE

- (a) **General.** In order to improve the Products, their reliability and availability and Buyer services, Seller has set up a data exchange process based on maintenance and operational data coming from Buyer's Helicopters in Service. The data (hereinafter the "Data") will primarily consist of:
  - (1) Helicopter data generated by on-board recording systems,
  - (2) information system data, such as maintenance, operation, logistics and airworthiness data, and
  - (3) data loaded into, transmitted, stored, or generated by the SaaS as a result of the use of the SaaS.

For these purposes, Buyer, including its designated entity for operations and/or maintenance, hereby authorizes Seller on a free and non-exclusive basis:

- (1) to collect such Data.
- (2) to use the Data to create processed data (data which is reconciled, enriched, qualified and analyzed by the Seller, hereinafter the "Processed Data").
- (3) to anonymize such Processed Data (Processed data which is anonymized, not enabling to identify the Buyer) (hereinafter the "Anonymous Data"),
- (4) to disclose Data, Anonymous data and Processed data internally only to those of its employees (for the avoidance of doubt, this shall include temporary workers )
- (5) to disclose Data and Processed Data to partners, suppliers and/or subcontractors of the Seller (i) having a need to have access to such data for the purpose (\*) stated below and (ii) being bound by confidentiality obligations,
- (6) to disclose Anonymous data to partners, suppliers and/or subcontractors of the Seller for the purpose (\*) stated below.
- (7) to use and disclose to customers Anonymous data (including after being complemented with additional sources of anonymous data) for the purpose (\*\*) stated below, and
- (8) to store Data, Processed data and Anonymous data.

(\*) Disclosure shall be for the purpose of further software and service development, helicopter improvement and expert analysis.

(\*\*) Trend monitoring, benchmarking services, report issuance, analyses and customer workshops for helicopter maturity.

Data, Anonymous Data and Processed Data may also be used for the purposes of supporting the Buyer subject to a specific agreement. Buyer remains solely and exclusively responsible for Buyer's data exchanged. Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure to the greatest extent possible that nothing in its data contravenes public policy and such data is free from any virus, Trojan or the like.

- (b) **Data Confidentiality and Intellectual Property.** The Parties agree that any and all data disclosed by Buyer or its designated entity to Seller shall be deemed confidential. Nevertheless, the Seller shall be entitled to disclose Data and Processed Data to the persons and entities and at the conditions described above. Anonymous Data (including after being complemented with additional sources of Anonymous Data) can however be used and disclosed by the Seller without being subject to any confidentiality limitations/obligations. Seller owns all foreground intellectual property and know-how, if any, generated by the outcome of the analysis of the Data, Processed Data and/or Anonymous Data.
- (c) **Data Related Liability.** Notwithstanding anything to the contrary in the Contract, the intent of data collection is not to analyze such data in order to detect/prevent potential incidents/accidents, Therefore, the Seller shall not be liable towards the Buyer as a result of the mere possession by the Seller of the Data or as the result of any exchange or analysis of information collected through the process.
- (d) **SaaS.** The Seller provides the Buyer at no additional cost with a package of one (1) year subscriptions to the following Services, as available depending on the helicopter's type, to be selected by the Buyer:
  - o Fleet Keeper® per delivered Helicopter;
  - o Flight Perfo apps per delivered Helicopter;
  - o Connectivity Services basic per delivered Helicopter equipped with wACS hardware;
  - o Flight analyser basic per delivered Helicopter;
  - o Fleet monitoring per delivered Helicopter.

The subscription will be then automatically renewed for subsequent periods of one (1) year at the respective rates annually published by the Seller except if one of the Parties terminates the subscription no later than thirty (30) days prior to the end of the current annual period by registered letter.

The Buyer hereby acknowledges and agrees that the Buyer and the Users shall abide by the General Conditions of Use (GCU) of Fleet Keeper®. The Buyer shall also ensure that all Users comply with the relevant GCU, available to the Buyer by the Seller upon request and downloadable in their latest version from the application.

Should the Buyer wish to delegate to a third party the access to the SaaS, the Buyer shall ask in writing an authorization that the Seller may accept or refuse at its sole discretion.

SaaS will be provided in English and is designed to perform the services as described in the service specification, available to the Buyer by the Seller upon request.

Data loaded via the SaaS are hosted on a cloud. The conditions of the data access and protection are described in the GCU of the SaaS. The Customer declares to be fully aware of and authorizes expressly the Seller to store its Data on the cloud and also on secured data platform. Buyer's Data integrity is warranted as defined in the applicable conditions of the Seller's cloud service provider(s) available on the Seller's website when acceding to the SaaS. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through its cloud provider(s). The Seller will choose the cloud provider(s) at its sole option and may change from time to time.

The Buyer remains solely and exclusively responsible for the Buyer's Data exchanged. The Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure that none of the Buyer's Data exchanged contravene public policy and that they are free from any virus, Trojan or the like.

The data to be exchanged in the frame of Fleet Keeper® use shall be understood as all data loaded to, transmitted by and/or stored by the Buyer and/or the User as well as data generated by the Fleet Keeper® as a result of the use of the Fleet Keeper® by the Buyer and/or the User.

## Paragraph 13 - TERMINATION

### (a) Extraordinary Termination

Either Party may immediately terminate the Contract by notice in writing to the other Party if:

- (1) If either Party becomes insolvent or commits an act of bankruptcy or becomes bankrupt, or takes the benefit of any law that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding-up or dissolution or liquidation proceedings, or if a receiver or receiver manager is appointed for all or any portion of a Party's property or if any steps are taken or any action or proceedings are instituted by a Party or any third party, including but not limited to, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of such Party or its assets, then the other Party may terminate the Contract by written notice to the insolvent Party at any time and without prejudice to any other rights or remedies, or
- (2) The other Party becomes bankrupt or insolvent.

### (b) Termination for Default

In the event that either Party commits a material breach of its obligations under this Contract and fails to cure that breach within ninety (90) days after receiving written notice of the breach, the other party may terminate this Contract immediately upon written notice to the party in breach.

In the case of termination for default, the following shall apply:

- (1) In case of default by Buyer:
  - o Buyer shall reimburse Seller for all costs (including but not limited to raw materials, labor, overhead, storage and financial fees) incurred by Seller or which Seller could not avoid incurring (including termination indemnities, if any, under the contracts between Seller and its subcontractors or suppliers or under the second level contracts or subcontracts),
  - o Buyer shall pay to Seller a termination indemnity equal to ten percent (10%) of the price as well as an indemnity equal to the damages sustained by Seller,
  - o Buyer shall indemnify Seller in case remedies are available by Buyer under the Contract, in addition to those mentioned under Subparagraphs 13(a)(1) and 13(a)(2) above, and
  - o Seller shall be entitled to retain any prior payments and/or deposits previously made by Buyer.
- (2) In case of default by Seller:
  - o Seller shall return to Buyer any BFE/CFE remaining on its premises, and
  - o Seller shall refund Buyer, the amount of any payments received prior to such default.

## Paragraph 14 - LIABILITY

Notwithstanding any provision to the contrary in the Contract, the total and cumulative liability of Seller under the Contract, due to any and all causes whatsoever, whether based on breach of contract or in tort or otherwise, shall in no event exceed in aggregate an amount equivalent to ten percent (10%) of the total net Contract price.

The above limitation shall not apply in the event of gross negligence, willful misconduct, death or bodily injury.

Each Party shall be responsible for death or bodily injury arising to its own personnel, whatever the cause. The Parties therefore waive the right to any claim against the other in this respect, except if such death or bodily injury is caused by the gross negligence or willful misconduct of the other Party.

In no event shall the Parties be liable for any indirect, consequential, incidental, special or punitive damages of any kind, including, but not limited to, damages for any loss of use or profit, loss of assets, loss resulting from business disruption, loss of goodwill or loss of contractual opportunity by the other Party.

To the extent permitted at law, Seller's obligations and liabilities and Buyer's rights and remedies as set forth in the Contract are exclusive and are in replacement of any and all other remedies under law or otherwise.

## Paragraph 15 - GENERAL

- (a) In the event of any dispute, claim, question or disagreement arising from or relating to this Contract or the breach thereof, the Parties agree to use their best efforts to settle the dispute, claim, question or disagreement by meeting to pursue resolution through negotiation before resorting to litigation. This Contract and the rights of the Parties hereto shall in every respect be governed by and construed in accordance with the substantive laws of the State of California without regard to its conflict of law principles or reference to the laws of any other state or jurisdiction. Buyer hereby irrevocably consents and agrees that any legal proceeding arising out of or in connection with this Contract or the rights of the Parties hereto may be commenced and prosecuted to conclusion in Riverside, Riverside County, California.
- (b) Buyer shall neither assign any rights nor delegate any duty under this Contract without the prior written consent of Seller.
- (c) The signatory for Buyer hereby represents that he/she is Buyer's authorized representative and that Buyer is fully authorized and empowered to enter into this Contract and has full authority to perform the Terms and Conditions hereof. This Contract may be executed in multiple counterparts which together shall constitute the original hereof. The signature of either Party exchanged by facsimile transmission or electronically via email shall be binding to the same extent, and have the same force and effect, as the exchange of an original written signature.
- (d) The language of each provision of this Contract shall be construed as it relates to the entire agreement and accorded its fair meaning without regard to the person who drafted all or any part of this Contract.
- (e) If any part of this Contract shall be held by any court of competent jurisdiction to be illegal or unenforceable, the rest of this Contract shall not be affected and shall remain in full force and effect.
- (f) Nothing in this Contract shall constitute or create a joint venture, partnership, agency, or any similar relationship between Buyer and Seller. Neither Party will have the authority to enter into contracts on behalf of or bind the other in any respect. Buyer agrees to take such other action and to execute and deliver such agreements or other documents as may be reasonably necessary or desirable to carry out the purposes of the provisions of this Contract.
- (g) This Contract may be executed and delivered by electronic means and upon such delivery the electronic signature shall constitute effective execution and is fully binding between the Parties for all purposes.
- (h) The provisions of the limited warranty, confidentiality, intellectual property, and liability paragraphs of the Contract shall survive and continue to have effect after the termination or expiry for any reason whatsoever of the Contract.
- (i) No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing and signed by both Parties. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach by either Party.

## Paragraph 16 - MODIFICATIONS

This Contract supersedes all other agreements, written or oral, with respect to the understanding and agreement of the Parties. This Contract constitutes the final written expression of all the terms of this Contract and is the complete and exclusive statement of those terms. No modification or amendment, except for approved change order, made to the printed Terms and Conditions of this Contract shall be effective until both Parties shall have signified their acceptance thereto by separately initialing each modification or amendment. Any subsequent modification, amendment, or waiver to this Contract must be in writing and signified by both Buyer and Seller. In the event of any contradictions and/or discrepancies between the parts of the Contract, precedence shall be given in the following decreasing order:

- (1) Buyers Purchase Order with Terms and Conditions
- (2) Purchase Agreement
- (3) Terms and Conditions
- (4) Any other Exhibits, or annexes, in their order of appearance

## Paragraph 17 - REGULATORY RULES

The Buyer hereby undertakes to comply at all times with all applicable laws and regulations in particular and not limited to national and international anti-corruption, anti-money laundering and export control laws and regulations (together "Regulatory Rules").

- (a) The Products, goods, Parts, tooling, and data covered by this Contract may be subject to governmental rules and regulations including but not limited to the provisions of US Customs and Border Protection laws (Title 19 of the US Code) and regulations (Title 19 of the Code of Federal Regulations), the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768-799), the US Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-128 and 130), and non-U.S. export laws and regulations.

Buyer acknowledges that (1) these US statutes and regulations impose restrictions on the import from and export to countries outside the US of certain categories of goods, and data, (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such goods, and data can be exported and in some cases, imported, (3) these licenses may impose additional restrictions on use and further disclosure of such goods and data, and (4) the export or disclosure of such goods and data to foreign persons is subject to these statutes, regulations, license requirements and restrictions regardless of whether the export occurs in the US or abroad. Notwithstanding the foregoing, the obligation to comply with such regulation shall survive any novation, assignment, or transfer of obligation between the Parties.

- (1) The Buyer undertakes to provide truthful, accurate and complete information to the Seller such as may be required by the Seller from time to time to comply with its obligations pursuant to the Regulatory Rules, including but not limited to information on the Buyer's corporate structure and shareholding, and the source(s) of financing of the Contract.

The Contract will only come into force once the Seller has received from the Buyer all required information and performed all necessary verifications pursuant to the Regulatory Rules and to the "Know your Customer" policy of the Seller.

During Contract performance, failure by Buyer to comply with the Regulatory Rules and/or failure to timely provide all necessary information and/or cooperate with Seller shall entitle Seller to terminate the Contract in accordance with the terms of Article 13 for Buyer's default without any prior notice or liability whatsoever.

- (b) Irrespective of the applicable Incoterm, if Products are exported directly to a country outside the United States, Seller will provide appropriate export customs documentation to Buyer or its designated freight forwarder. Buyer guarantees correct closure of the related customs procedure(s) in due time on leaving the United States or the country of dispatch. In case of non-compliance, Buyer shall be liable for any additional costs and charges imposed on Seller by the applicable tax authority.



# AIRBUS HELICOPTERS

This document provides the warranty procedures relative to spare parts and new helicopters delivered after January 2015.

*Warranty Policy  
Guidelines*

**AIRBUS**

# Contents

- Submitting Warranty Claims ..... 2
  - Telephone ..... 2
  - Email ..... 2
  - Equivalent Documentation ..... 2
  - Keycopter ..... 2
  - Shipping the Failed Part to AHI ..... 2
- Claim Processing ..... 3
  - Scrap Onsite/Returning Warranty Core..... 3
  - Warranty Proration ..... 3
  - Service Centers ..... 3
  - Warranty Exclusions ..... 3
  - Claim Refusal ..... 3
  - Claim Disputes ..... 3
  - MMIR Instructions ..... 4
- MMIR Form ..... 5
- Policies ..... 6
  - New Helicopter ..... 6
  - New Parts and Tools ..... 7
  - Repaired Parts..... 8
  - Dynamic Components..... 9
  - Repaired Main Rotor and Tail Rotor Blades ..... 10
  - Avionics ..... 11
  - Helicopter Maintenance and Repair ..... 12
- Disclaimer..... 13
- Contact Information..... 13
  - Senior Warranty Administrator ..... 13
  - Customer Service Representatives ..... 13
  - AirbusWorld Signup and Support ..... 13

## Submitting Warranty Claims

Time is of the essence, so be sure your claims are submitted within 15-days from the failure date. If preliminary approval is granted, the replacement part will be released on FOC order. If you are requesting warranty credit, the credit note will be emailed on the same day, if approved.

If AHI authorizes scrap onsite, your claim will be accepted and closed simultaneously. Warranty disposition for repairable parts is usually determined when the core arrives at AHI, but sometimes it could require inspection at the OEM before final determination can be made. If the OEM refuses warranty, we will send you the supporting documentation and billback information.

### Telephone

To submit a warranty claim by telephone, be prepared to provide your CSR with the following information:

- Helicopter serial number
- Helicopter hours
- Occurrence date and/or removal date
- Part number
- Part serial number, if applicable
- Part installation date, if not original equipment
- Total operating hours
- Squawk, which should include any related troubleshooting
- Failed part proof of purchase, if not original equipment

### Email

Before submitting the warranty claim by email, please complete the Maintenance, Malfunction / Information Report form (MMIR). After completing the form, attach the PDF file to your email and send to your designated CSR, and courtesy copy the Senior Warranty Administrator.

### Equivalent Documentation

AHI will accept equivalent documentation in lieu of the MMIR form, as long as the information provided meets the minimum requirement for processing the warranty claim. The minimum information required is listed in the Telephone section. If the warranty core is returned to AHI, it must be accompanied by a completed MMIR form.

### Keycopter

There are a couple of advantages for using the Keycopter portal for submitting a warranty claims. First of all, the MMIR is generated by Keycopter, which eliminates the need for completing the manual claim form. But most importantly, you'll receive instant feedback regarding claim status.

### Shipping the Failed Part to AHI

You can submit your claim by sending us the failed part, but be sure to include a completed MMIR form, removal tag and component record card, if applicable. The part must arrive at AHI within 15-days from the failure date. Claim determination will be made when the failed part arrives. If the core arrives at AHI without proper documentation, we'll notify you by email.

## Claim Processing

### Scrap Onsite/Returning Warranty Core

If AHI authorizes scrap onsite, you will receive a scrap certificate with instructions via email. If AHI requires a core return, ship to the address shown below. Remember to enclose a completed MMIR form, removal tag and component record card, if applicable. Indicate the RMA number in the top right corner. The core is due back within 30-days after receiving the replacement part. If the core arrives at AHI without proper documentation, we'll notify you by email. Please remember, the lack of proper documentation is the equivalent to not having received the core.

**Airbus Helicopters, Inc.  
DFW International Airport  
2370 West Airfield Drive  
DFW Airport, TX 75261**

### Warranty Proration

AHI prorates the remaining warranty period, not the out-of-pocket cost.

When a part is purchased on straight sale or standard exchange, the warranty period begins. If the purchased part fails within the warranty period, AHI will replace the failed part at no cost to you. AHI will continue to replace additional failures at no cost, until the original warranty period has been exhausted. Once that occurs, the replacement part is purchased at the regular price and a new warranty period will begin.

For parts replaced during the new helicopter warranty period, AHI will apply the remainder of the new helicopter warranty, or the spare part warranty, whichever is most advantageous to you.

### Service Centers

If the warranty replacement part was procured from an authorized AHI service center, application for warranty must be processed by that service center.

If the service center is performing maintenance on the new helicopter, contact the Senior Warranty Administrator for possible labor coverage. If the parts replaced during the maintenance qualify for warranty, the service center will provide those parts to you at no cost.

### Warranty Exclusions

Some of the parts not covered under the Airbus Helicopters warranty are lead-acid batteries, turbine engines and avionics equipment. For warranty on these excluded parts, you must submit your claim to the original manufacturer. Parts damaged by corrosion or erosion are excluded from coverage, as well as parts with list price under \$50.

### Claim Refusal

If AHI refuses the warranty claim at the time of order, please provide a purchase order for the full price of the part, less applicable discount. Once we receive the revised purchase order, AHI will release the part on straight sale or standard exchange.

If warranty is refused after AHI released the FOC part, your account will be debited the straight sale price, or the standard exchange price, whichever applies to the original warranty order. To support the billback, you will receive a detailed explanation regarding the claim refusal, including the shop report, if applicable.

### Claim Disputes

If a claim is denied and you are unable to reach an agreement with the Senior Warranty Administrator, the dispute will be elevated to the AHI management team for final disposition.

## MMIR Instructions

The PDF version of the MMIR can be filled out and printed from within Acrobat. If you submit the MMIR at time of order, you will need to update the MMIR if any of the information changes before returning the warranty core, such as the helicopter total time and part removal date.

### 1. Submitted By

Provide the company name and shipping address.

### 2. Warranty Claim

Provide AHI with purchase order number if you are requesting Warranty Repair or Warranty Replacement part. If you are requesting Credit for Local Repair, provide AHI with parts breakdown and cost for each part. For labor related claims, AHI will set the Labor Rate.

### 3. Helicopter Data

If the Occurrence Date is before Part Removal Date, then make sure helicopter Hours at Occurrence are on the same day as the Part Removal Date. If the helicopter is covered under AHI Component Support Agreement, check the Component Support Agreement box. If the Reported Part is tracked by cycles, make sure to indicate helicopter Cycles at Occurrence.

### 4. Reported Part Data

Reported Part Data is required for all submittals. When shipping a core to AHI, make sure to enclose a completed copy of this form, removal tag, historical record card or other related paperwork. If reported part is not Original Equipment, complete the proof of purchase sections in the shaded areas. If exhibit is not available, AHI requires Scrap Certificate for parts destroyed at your location. See warranty policy for scrapping rules.

### 5. Replacement Part Data

Replacement Part Data section is required for all submittals. If the replacement part is serialized, be sure to indicate the serial number installed. If you are requesting credit against the cost to replace the Reported Part, please provide the AHI invoice information.

### 6. Report Reason and Action Taken

For example, avoid simple remarks like part is inoperative or leaking. Describe the problem caused by the inoperative part or where the leakage is occurring and how much. If the problem required troubleshooting, please describe the steps taken.

### 7. Customer Contact Information

Provide your name and contact information.

# MMIR Form

Minimum information highlighted in blue.

## AIRBUS World

2701 Forum Drive, Grand Prairie, TX 75052 | 972-641-0000  
airbushelicoptersinc.com

MAINTENANCE, MALFUNCTION/INFORMATION REPORT		
Service Notification / RMA	Report Date	Customer Reference
Submitted By		Submitted For
		Service Center Use Only

### Non Warranty

If you are returning a part for any non warranty reason shown below, please provide AHI with your purchase order number.

Cost Estimate	Repair	Overhaul	Exchange	Credit	Purchase Order Number
<input type="checkbox"/>					

### Warranty Claim

Provide AHI with purchase order number if you are requesting Warranty Repair or Warranty Replacement part. If you are requesting Credit for Local Repair, provide AHI with parts breakdown and cost for each part. For labor related claims, AHI will set the Labor Rate.

Credit Replacement Part	Credit Local Repair	Request Warranty Repair	Request Warranty Replacement	Core Return Against Advance Replacement Part
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Labor	Labor Rate	Labor Hours	Total Reimbursement Requested	Purchase Order Number
<input type="checkbox"/>				

### Helicopter Data

If Occurrence Date is before Part Removal Date, then make sure helicopter Hours at Occurrence are on the same day as the Part Removal Date. If the helicopter is covered under AHI Component Support Agreement, check the Component Support Agreement box. If the Reported Part is tracked by cycles, make sure to indicate helicopter Cycles at Occurrence.

Model	Serial Number	Registration Number	Date	Airframe Total Time	Cycles
Delivery Date	In-Service Date	Hours at Delivery	Component Support Agreement	Comments	
			<input type="checkbox"/>		

### Reported Part Data

Reported Part Data is required for all submittals. When shipping a core to AHI, make sure to enclose a completed copy of this form, removal tag, historical record card or other related paperwork. If reported part is not Original Equipment, complete the proof of purchase sections in the shaded areas. If exhibit is not available, AHI requires Scrap Certificate for parts destroyed at your location. See warranty policy for scrapping rules.

Part Number Removed		Nomenclature		Part Serial Number	Part Quantity Removed
Part Installation Date	Part Hours at Install	Part Removal Date	Removed Part Total Time	Removed Part TSO	Removed Part TSI
Exhibit Available	Original Equipment	Submitter Purchase Order	AHI Invoice Number	AHI Invoice Date	AHI Invoice Amount
<input type="checkbox"/>	<input type="checkbox"/>				
AHI Material Number		Carrier	Date Shipped	Quantity Shipped	Waybill Number

### Replacement Part Data

Replacement Part Data section is required for all submittals. If the replacement part is serialized, be sure to indicate the serial number installed. If you are requesting credit against the cost to replace the Reported Part, please provide the AHI invoice information.

Replacement Part Number	Submitter Purchase Order	AHI Invoice Number	AHI Invoice Date	AHI Invoice Amount
AHI Material Number	Serial Number Installed	Installed Part Total Time	Comments	

### Report Reason and Action Taken

For example, avoid simple remarks like part is inoperative or leaking. Describe the problem caused by the inoperative part or where the leakage is occurring and how much.

### Customer Contact Information

Print Contact Name
Email Address and/or Telephone Number
Signature

### Comments

## Policies

### New Helicopter

**WARRANTY REMEDY:** Airbus Helicopters, Inc. (“Seller”) warrants the new helicopter and optional equipment manufactured by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repair or replacement of parts and associated outbound freight costs, which at the time of any repair or replacement have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter: ***2000 flying hours or 36 months as determined in the original Terms and Conditions of Sale.***

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Buyer at the price stated in the relevant Seller’s price list in force, or in the relevant quotation. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

The parts provided under this warranty, as warranty replacement parts, may be new, repaired or otherwise serviceable components/parts and shall cover the balance of the warranty period still remaining against the new helicopter.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.

## New Parts and Tools

WARRANTY REMEDY: Airbus Helicopters, Inc. ("Seller") warrants new parts and tools manufactured by Seller to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to repair or replacement of parts and associated outbound freight costs, which at the time of any repair or replacement have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter:

- a) *Parts: 1000 flying hours, 12 months from the time they are installed or 24 months after delivery from Seller.*
- b) *Tools: 24 months after delivery from Seller.*

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Buyer at the price stated in the relevant Seller's price list in force, or in the relevant quotation. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers' site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

The parts provided under this warranty, as warranty replacement parts, may be new, repaired or otherwise serviceable components/parts and shall cover the balance of the warranty period still remaining against the initial spare part purchase.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller's service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller's rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word "part" as used in this agreement means "a detail part with reference to a part number shown on a drawing parts list provided" by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.

## Repaired Parts

WARRANTY REMEDY: Airbus Helicopters, Inc. ("Seller") warrants repaired parts sold by Seller to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to repair or replacement of parts and associated outbound freight costs, which at the time of any repair or replacement have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter:

- a) *Dynamic components purchased on Zero-TAT exchange: 750 flying hours or 9 months after delivery from Seller.*
- b) *Purchased on standard exchange: 500 flying hours or 6 months after delivery from Seller.*
- c) *Purchased on straight sale: 500 flying hours or 6 months after delivery from Seller.*
- d) *For Buyer owned repairs, other than dynamic components, main rotor blades or tail rotor blades: 500 flying hours or 6 months after delivery from Seller. This coverage is for the specific repair accomplished only.*

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Buyer at the price stated in the relevant Seller's price list in force, or in the relevant quotation. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers' site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

The parts provided under this warranty, as warranty replacement parts, may be new, repaired or otherwise serviceable components/parts and shall cover the balance of the warranty period still remaining against the initial spare part purchase.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller's service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller's rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word "part" as used in this agreement means "a detail part with reference to a part number shown on a drawing parts list provided" by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.

## Dynamic Components

WARRANTY REMEDY: Airbus Helicopters, Inc. ("Seller") warrants overhauled or repaired dynamic components by Seller to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to repair of dynamic components and associated outbound freight costs, which at the time of any repair have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter:

- a) *Overhaul: 750 flying hours or 9 months after delivery from Seller. This coverage is limited to parts replaced during overhaul.*
- b) *Repair: 750 flying hours or 9 months after delivery from Seller. This coverage is for the specific repair accomplished only.*

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers' site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller's service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller's rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word "part" as used in this agreement means "a detail part with reference to a part number shown on a drawing parts list provided" by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.

## Repaired Main Rotor and Tail Rotor Blades

**WARRANTY REMEDY:** Airbus Helicopters, Inc. (“Seller”) warrants that blades repaired by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repair of blades and associated outbound freight costs, which at the time of any repair have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter: *1000 flying hours or 24 months after delivery from Seller. This coverage is for the specific repair accomplished only.*

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.

## Avionics

**WARRANTY REMEDY:** Airbus Helicopters, Inc. (“Seller”) warrants repaired avionics by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repair of parts and associated outbound freight costs, which at the time of any repair have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter: ***500 flying hours or 6 months after delivery from Seller. This coverage is for the specific repair accomplished only.***

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

With Seller approval by Warranty Administrator, selected part(s) may be retained at the Buyers’ site to be scrapped locally.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.

## Helicopter Maintenance and Repair

**WARRANTY REMEDY:** Airbus Helicopters, Inc. ("Seller") warrants the helicopter repaired by Seller to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to repairing the helicopter within the time limits mentioned hereafter: *750 flying hours or 9 months after delivery from Seller. This coverage is for the specific repair accomplished only.*

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers' site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller's service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller's rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word "part" as used in this agreement means "a detail part with reference to a part number shown on a drawing parts list provided" by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.

## Disclaimer

The buyer's sole and exclusive remedy in connection with the purchase of seller's products is the repair or replacement of seller's products in accordance with the terms of this limited warranty. Seller shall not have any other obligation or liability in contract or tort, including, but not limited to, any strict product liability, any other strict liability, or any liability for seller's or the helicopter manufacturer's negligence. Any liability that Airbus Helicopters, Inc. might otherwise have for any kind of damages is hereby excluded, including, but not limited to, liability for any incidental or consequential damages or any loss or expense arising from or relating to the use, loss of use, performance, or nonperformance of seller's products. Airbus Helicopters, Inc. disclaims all warranties of any kind, whether statutory, express or implied (including, but not limited to, warranties of merchant ability and fitness for a particular purpose), other than the limited warranty set forth above, and all other warranties are hereby excluded. Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion or erosion. *Seller makes no warranty with respect to lead-acid batteries, turbine engines or avionics equipment. For warranty on these excluded parts, the buyer must look to the original manufacturer. Normal wear and tear of parts such as seals, tires, inner tubes, bulbs, packings, and other consumable parts, as well as those parts whose list price is \$50.00 or less, are excluded from coverage under this limited warranty.*

## Contact Information

Senior Warranty Administrator

[Warranty.Support@airbus.com](mailto:Warranty.Support@airbus.com)

Customer Service Representatives

[ServiceCenter.Support@airbus.com](mailto:ServiceCenter.Support@airbus.com)

[Northwest.Support@airbus.com](mailto:Northwest.Support@airbus.com)

[Southwest.Support@airbus.com](mailto:Southwest.Support@airbus.com)

[Gulf.Support@airbus.com](mailto:Gulf.Support@airbus.com)

[Northeast.Support@airbus.com](mailto:Northeast.Support@airbus.com)

AirbusWorld Signup and Support

[Keycopter.support@eurocopterusa.com](mailto:Keycopter.support@eurocopterusa.com)

**WARRANTY TERMS AND CONDITIONS  
ARRIEL 2D ENGINE  
(HELICOPTER: H125 / H130)**

**Applicable to helicopters delivered from January 1st, 2018**

## 1 - PURPOSE

Safran Helicopter Engines warrants the ARRIEL 2D Equipment is free from defects in material or workmanship, for the warranty period described in article 3 and with the exception of the cases set out in article 4.3 below.

Safran Helicopter Engines does not warrant the Time Between Overhauls (TBO) of the Engine and Modules, nor the life limit of Life Limited Parts (LLP), nor the time limit of Usage Limited Parts (ULP).

The present warranty terms and conditions shall be supplemented by the current Safran Helicopter Engines General Sales Conditions.

## 2- DEFINITIONS

**Accessory** means a part accessible without removing the Engine from the helicopter airframe (LRU).

**Engine** means the ARRIEL 2D turbo-shaft Engine (Modules, accessories, parts).

**Equipment** means the Engine or the Module(s) or the Part(s) or the Accessory(ies), or the Spare Part(s).

**Module** means a subassembly of the Engine interchangeable on site, not requiring any adaptation work or complex tools.

**On condition equipment** means Equipment which is not subject to TBO (Time Between Overhaul).

**Part** means an internal part of the Engine or Module, accessible when the Engine is removed from the helicopter airframe and/or when a Module or Modules are removed from it by a Safran Helicopter Engines maintenance centre or in a Safran Helicopter Engines repair centre.

**Spare Parts** means spare parts to be used for field and/or modular maintenance procedure. Spare parts are identified in the Spare Parts Catalog issued by Safran Helicopter Engines.

**Tool(s)** means a part or assembly made by Safran Helicopter Engines or externally manufactured, necessary for the execution of a maintenance task as defined in the Safran Helicopter Engines Maintenance Manual or Maintenance Technical Instructions.

**Safran Helicopter Engines** means the company Safran Helicopter Engines, or its sites, affiliates.

## 3- TERM OF WARRANTY

The present terms and conditions are applicable immediately and at least upon the date of shipment of the Equipment by Safran Helicopter Engines.

### **3.1. Storage warranty**

#### **3.1.1 New Equipment**

Safran Helicopter Engines offers a 24 months storage warranty for Spare engines or Modules and a 12 months storage warranty for Accessories and Spare Parts.

There is no storage warranty for Equipment already installed on helicopter airframe at delivery.

#### **3.1.2 Overhauled and repaired Equipment**

Safran Helicopter Engines offers a 12 months storage warranty for overhauled and/or repaired Engines, Modules, Accessories and Spare Parts.

These 12 months storage warranty also applies to second-hand Engines, Modules and Accessories.

### **3.2. Operational warranty**

Operational warranty starts at the end of the storage warranty period or at equipment installation on the helicopter airframe whichever occurs first.

#### **3.2.1 New equipment**

Safran Helicopter Engines offers an operational warranty of:

- **36 months or 2000 flying hours** for new Equipment installed on the helicopter airframe at aircraft delivery and for spare Engines or Modules
- **12 months or 1000 flying hours** for spare Accessories
- **12 months** for Spare Parts and Tools.

#### **3.2.2 Overhauled equipment**

Safran Helicopter Engines offers an operational warranty of:

- **12 months or 500 flying hours** for Engines, Modules, Accessories. This warranty also applies to second-hand Engines, Modules and Accessories with full TBO.

#### **3.2.3 Repaired Equipment**

Safran Helicopter Engines offers an operational warranty of:

- **9 months or 500 flying hours** only applicable on Modules and on Accessories affected by the repair (this warranty does not apply to the complete Engine). This warranty also applies to second-hand Engines, Modules and Accessories with partially consumed TBO.
- **12 months** for Spare Parts and Tools.

The warranty expires whichever limit (flying hours or calendar) occurs first.

There is no hours limitation for On-condition equipment.

The warranty period cannot exceed the two cumulated storage and operational warranty periods.

## **4- EXTENT OF THE WARRANTY**

### **4.1. Scope of application**

The warranty is limited to the repair or replacement at Safran Helicopter Engines's sole discretion of the Equipment found defective in material or workmanship and acknowledged as such after technical investigation performed by Safran Helicopter Engines. In the event of replacement, the Equipment unit replaced becomes the property of Safran Helicopter Engines.

Any Equipment repaired or replaced under the warranty benefits from:

- the warranty period outstanding on the initial warranty, or
- the warranty of the repaired or overhauled Equipment,

as the case may be the most favorable of both.

The customer bears the costs of troubleshooting, removal, assembly reinstallation and adjustment of his Equipment. The customer bears all transport costs, taxes and ancillary expenses entailed in shipment of non-repairable Equipment or consumables to Safran Helicopter Engines.

Transport costs, taxes and ancillary expenses entailed in shipment of Equipment are born by the customer if the warranty claim is not accepted by Safran Helicopter Engines.

The Engines and Modules shall be put at the disposal of Safran Helicopter Engines on the customer's premises and the repairable Accessories shall be shipped by the customer at Safran Helicopter Engines's expense (excluding taxes).

### **4.2. Conditions of application**

The warranties offered by Safran Helicopter Engines are conditional upon application of any Safran Helicopter Engines's written instructions including, without limitation, the:

- instructions and storage prescription in the Maintenance Manuals
- operating instructions
- technical documentation

Any Equipment must be operated in conformity with the normal conditions of use and in compliance with EASA/FAA or any other relevant airworthiness authorities' regulations applicable to the Equipment.

The warranty of any Equipment applies on condition that the engine log books, component log cards and exchangeable component log cards are strictly kept up to date.

### **4.3. Exclusions**

The warranties offered by Safran Helicopter Engines do not extend to:

- life Limited Parts or Usage Limited Parts removed having reached maximum time limit,
- labor costs for removal or reinstallation of the Equipment
- the cost of any modifications to be applied,
- repair or replacement of Equipment attributable to:
  - the deterioration of a component belonging to the helicopter airframe,
  - missing parts,
  - non-approved TM source parts,
  - removal or defacing of Safran Helicopter Engines's name, identification mark or serial number (S/N),
  - missing or incomplete Equipment documentation,
  - the normal deterioration, abnormal use, incorrect storage and operations of routine and scheduled maintenance,
  - erosion and corrosion,
  - ingestion of foreign bodies (FOD),
- equipment that cannot be identified as having been delivered originally with the Engine
- repairs made to Equipment by an organization not approved by Safran Helicopter Engines or not provided for in the Maintenance Manuals,
- equipment damaged in accidents, except where the operator can provide proof that the operating anomaly was not a consequence of the accident,
- abnormal use, such as use of the Equipment in attempts at record-setting, in races or in experimental flights,
- repair or replacement of Equipment attributable without limitation to flight in sand-laden atmosphere , fouling of the gas passage areas , lightning strike, immersion in water, hard landing of or dropped Equipment , propeller electrical leads shorting , use of OEI (One Engine Inoperative) rating, use of maximum contingency rating beyond the maximum limitation, overheating, sulphidation, incorrect handling, transport, packaging, protection
- any damage to the Equipment units consecutive to an event of force majeure. Force majeure comprises any unforeseeable, irresistible, independent event beyond the control of the operator such as and not limited to:
  - natural phenomena,
  - war declared or otherwise,
  - explosions, fires, etc.

**4.4. The warranties offered to the customer may be neither extended, nor modified, nor changed, nor transferred without the prior written consent of Safran Helicopter Engines.**

## **5- WARRANTY CLAIMS PROCESSING**

The warranties apply when all of the following conditions are met:

- The customer submits a warranty claim form to Safran Helicopter Engines (by fax or e-mail) or submits it directly in Safran Helicopter Engines web portal.
- The customer sends the warranty claim for the Equipment presumed affected by a defect in material or workmanship within 15 (fifteen) calendar days following discovery of the defect.
- A copy of the logbook or log card and a blank purchase order / work order must be sent with the warranty claim form.
- The customer material must not be shipped by the customer prior to receive the Return Material Authorization (RMA) by the relevant Safran Helicopter Engines front office. As soon as the customer receives the RMA then he must send his Equipment to Safran Helicopter Engines Site listed on the RMA or call our service provider indicated into the RMA for a pickup service and direct shipment to the dedicated Safran Helicopter Engines repair centre under the conditions defined in article 4.1 above, together with the original of the warranty claim form. The up-to-date documentation and purchase order duly completed must be sent within the next 15 (fifteen) calendar days date of receipt of the Equipment at the Safran Helicopter Engines repair centre,
- The packaging complies with the prescriptions laid out in the technical documentation and bears the indications identifying the Equipment presumed affected by a defect together with the references of the Equipment on which the Equipment presumed affected by a defect in material or workmanship has been taken.
- For all customer warranty claims, Safran Helicopter Engines reserves the right to dispatch one of its representatives or a person delegated to inspect the Equipment on which such defect in material or workmanship has been discovered. That person shall have access to consult any document necessary to analyse the situation.
- For the new Equipment and the repaired Equipment, in the event the repair or replacement work lasts more than 7 days, this immobilization period will be added to the warranty period granted to the customer provided the customer is a consumer.

## 6- LIABILITY

Except if the customer is a consumer, the warranties are granted and accepted in place of all other warranties or conditions whether express or implied by statute or otherwise including without limitation any warranty or condition of merchantability or fitness or quality, conditions in contract or in tort or representations. In no event shall Safran Helicopter Engines be liable for any indirect, special, incidental, consequential damage (such as loss of profit, loss of contract, damage to third parties, etc.) arising from the defect in material or workmanship affecting the relevant Equipment.

## 7- APPLICABLE LAW AND DISPUTES

The Warranty Terms and Conditions are governed by French Law.

In the event of dispute, an expert may be appointed as agreed by the parties.

Any dispute arising between the parties concerning the Warranty that cannot be settled amicably within two (2) months following the written notification by one of the parties to the other will be submitted to the courts of Pau (France), which shall be the only competent court to have jurisdiction over the dispute, including in the event of impleader and plural defendants, and even for urgent or protective procedures, as summary proceedings or by petition.

### Care Program<sup>®</sup>

These Warranty Terms and Conditions are part of a larger customer program called **Care Program<sup>®</sup>** including:

- « **Warranty program** »: standard (Warranty Terms and Conditions) and extended warranties,
- « **Upgrades program** »: upgrades issued from Airworthiness Directives (ADs) or OEM classified in “support categories”.