

General Terms and Conditions of:

Arie van de Pol trading under the name *Vortex Maintenance*
De Ring 14
6733 EG Wekerom, the Netherlands
Registration number Chamber of Commerce 50780530

Article 1: Applicability, definitions

1. These General Terms and Conditions are applicable to each offer and each agreement for the execution of activities and on all agreements of purchase and sale of A. van de Pol trading under the name *Vortex Maintenance*, having his seat of business in Wekerom, the Netherlands, hereinafter referred to as "Vortex".
2. The Principal shall hereinafter be referred to as the "Counterparty".
3. Under "in writing" it will be understood in these General Terms and Conditions as: per letter, per e-mail, per fax or any other manner of communication that with a view on the state of the technique and the current opinions in society can be qualified as equal thereto.
4. Under "goods" it will be understood in these General Terms and Conditions as: the required materials, technical parts and so forth to be used by Vortex during the execution of the activities and/or materials, parts and so forth to be delivered in this framework to the Counterparty as well as goods, materials, parts and so forth to be sold separately.
5. Under "Documents" it will be understood in these General Terms and Conditions as: the advices, calculations, drawings, designs, manuals and so forth to be manufactured or to be provided by Vortex and/or provided by the Counterparty. These Documents, including digital files, can be recorded both in writing as on other information carriers, like on CD-ROMs, DVDs, USB-sticks and so forth.
6. Under "Information" it will be understood in these General Terms and Conditions as: both the Documents and the other (verbal) data that are/must be provided by Vortex and/or the Counterparty.
7. Under "object" it will be understood in these General Terms and Conditions as: the airplane, the helicopter, machines or the installation, to which or in which activities are executed.
8. The possibility of not being applicable to a (part of a) stipulation of these General Terms and Conditions leaves the applicability of the other stipulations unaffected.
9. In case of a discrepancy or a contradiction between these General Terms and Conditions and a translated version thereof, the Dutch text shall prevail.
10. These General Terms and Conditions are also applicable to orders or partial orders, subsequent or partial commissions derived from the agreement.
11. If Vortex has already provided these General Terms and Conditions several times to the Counterparty, there is an instance of a *steady trade relation*. Vortex is then not required to hand out the General Terms and Conditions each time again to make these applicable to subsequent agreements.

Article 2: Offer, designated offers

1. Each offer and each designated offer of Vortex is valid during the term mentioned therein. An offer or designated offer in which no validity term is mentioned, is non-binding. In case of a non-binding offer or a non-binding designated offer Vortex has the right to recall this offer or this designated offer no later than within 2 working days after receipt of the acceptance.
2. A composed offer or designated offer does not oblige Vortex to deliver a part of the offered performance against a commensurate part of the price or the rate.
3. If the offer or the designated offer is based on Information provided by the Counterparty and this Information proves to be incorrect or incomplete or changes afterwards, then Vortex has the right to modify the stated prices, rates and/or delivery terms.
4. The offer, designated offer, prices and/or rates do not automatically apply for new commissions or subsequent commissions.
6. Vortex has the right to bring the costs related to a designated offer into account to the Counterparty, provided that the Counterparty has been informed in writing about these costs in advance.

Article 3: Conclusion agreements

1. The agreement is concluded after the Counterparty has accepted the offer of Vortex, also if this acceptance deviates on minor points from this offer. When the acceptance ~~is~~

however, deviates from the Counterparty on material points, then the agreement will only be concluded if Vortex has agreed in writing with these deviations.

2. Vortex is only bound to:

- a. a commission or order without a preceding offer;
 - b. verbal agreements;
 - c. additions to or changes of the General Terms and Conditions or agreement;
- after *written* confirmation thereof to the Counterparty or as soon as Vortex - without protest of the Counterparty - has started with the execution of the commission, order or agreements.

Article 4: Compensation, prices, rates

1. The prices and rates stated in an offer, designated offer, price or rate list are exclusive of VAT and possible costs, such as transport or shipping costs, administration costs, show-up costs and declarations of employed third parties.
2. Unless the parties have agreed on a fixed compensation for the activities, Vortex shall calculate its compensation on the basis of the number of spent hours under the application of the agreed hourly rate or the usual hourly rate of Vortex.
3. The hourly rates apply for normal working days which refers to: Monday up to and including Friday (with the exception of acknowledged national holidays) for the times agreed between the parties.
4. In case of urgent commissions or if the activities upon request of the Counterparty need to take place outside of the working days mentioned in the previous section, then Vortex has the right to calculate a surcharge over the hourly rate.
5. If between the parties a dispute emerges over the number of hours spent and/or brought into account hours, then the registration of hours of Vortex is binding. The one and the other except for proof to the contrary from the side of the Counterparty.
6. Vortex has the right to increase an agreed fixed compensation if during the execution of the agreement it shows that the agreed or expected quantity of work was not properly estimated by the parties, without this being able to be imputed to Vortex, and in reasonableness it cannot be expected of it to execute the activities against the agreed compensation.
7. If between the date of the conclusion of the agreement and the execution thereof for the Vortex (cost) price increasing circumstances occur as a consequence of laws and regulations, currency rate volatility, price changes at the by Vortex employed third parties or suppliers or changes in the prices of the required goods, then Vortex has the right to increase the agreed prices and rates accordingly and to bring into account the Counterparty.

Article 5: Employment third parties

If a good execution of the agreement requires this according to Vortex, then it may let certain deliveries and activities be executed by third parties and help persons, in compliance with what has been set forth in article 12 sections 7 and 14 of these General Terms and Conditions.

Article 6: Obligations of the Counterparty

1. The Counterparty must ensure that:
 - a. he makes available all Information required for the execution of the agreement in a timely manner and in the manner desired by Vortex to him;
 - b. information carriers, files and so forth possibly provided by the Counterparty to Vortex are free of viruses and defects;
 - c. Vortex on the agreed data and times gets access to the work location. This location must comply with the lawful (safety) requirements applicable thereto;
 - d. the work location is in such a state that Vortex can execute and continue its activities without hindrance;
 - e. the objects in which or to which Vortex must execute activities are made available on the agreed time to Vortex, are accessible and in such a state that that Vortex can execute and continue his activities without hindrance;
 - f. the third parties employed by him execute their activities and deliveries in such a way and timely so that Vortex is not hindered by this and incurs no delay in the execution of the agreement;
 - g. Vortex can in a timely manner have access to the scaffolding, perimeter security, and other auxiliary means, possibly to be made available by the Counterparty and so forth;
 - h. Vortex for the possible vertical transport of goods and tools and so forth can make use of the building cranes, winches, (construction) elevators with controls that are already present on-site and so forth free of charge;

- i. Vortex can have on-site free of charge use of the connection options desired by Vortex for electricity (power current), gas and water. Lost working hours as a consequence of water, gas or electricity cuts are for the account of the Counterparty;
 - j. Vortex has free access to toilets, eating rooms or canteens at the work location;
 - k. at the concerned location, there are sufficient facilities available for the collection of waste;
 - l. at the work location there is a closed room with locks available where tools, machines, equipment and so forth of Vortex can be stored or put safely without damage or theft taking place;
 - m. at the work location, the other facilities by Vortex desired and/or its sub-contractors are present in reasonableness, without that thereto costs are connected for them;
2. The Counterparty will ensure that the provided Information correct and complete is and safeguards Vortex for claims of third parties that derive from this Information being incorrect and/or incomplete.
 3. Vortex shall treat the Information provided by the Counterparty as confidential and only provide it to third parties insofar as this is necessary for the execution of the agreement.
 4. The Counterparty is liable for loss, theft and other damage to the tools, machines, equipment and so forth that Vortex uses during the execution of the activities at the Counterparty or has stored, in which damage emerging from deficiencies, defects and so forth on-site is also included.
 5. The Counterparty permits Vortex to introduce free of charge name designations, logo and advertising on the work location, to the work and its work clothing, if Vortex deems such desirable;
 6. If the Counterparty does not or not in a timely manner comply with the aforementioned obligations, then Vortex has the right to suspend the execution of the agreement until the moment that the Counterparty has complied with his obligations. The costs in connection with the incurred delay or lost working hours, the costs for the execution of extra activities and the other consequences that derive therefrom are for the account and risk of the Counterparty.
 7. If the Counterparty does not comply with his obligations and Vortex omits to require compliance from the Counterpart, then this does not affect the right of Vortex to require compliance at a later time.

Article 7: Delivery, delivery terms

1. The agreed delivery terms can never be regarded as fatal terms. If Vortex does not or not in a timely manner deliver the agreed performance, then the Counterparty must declare it in default in writing and thereby allow for a reasonable term for this to be delivered.
2. Vortex is authorised for the execution of the agreement in parts, whereby each partial delivery or performance can be invoiced separately.
3. Delivery always takes place at the Counterparty. The risk for goods to be delivered *possibly* (afterwards) always transfers to the Counterparty at the moment of delivery. This is the moment on which the goods to be delivered leave the premises of Vortex or Vortex has notified the Counterparty that these goods can be collected by him.
4. Shipping or transport of the goods takes place for the account and the risk of the Counterparty and in a manner to be determined by Vortex. Vortex is not liable for damage of whichever nature - whether or not to the goods self - that is connected with the shipping or the transport.

Article 8: Progress, execution agreement

1. If the start, progress or delivery of the work or the agreed delivery of goods is delayed because:
 - a. Vortex has not received all the necessary Information of the Counterparty in a timely manner;
 - b. Vortex has not received the possibly agreed (advance) payment of the Counterparty in a timely manner;
 - c. there is an instance of other circumstances regarding the account and the risk of the Counterparty;then Vortex has a right to a reasonable extension of the delivery term and to compensation of the related costs and damage, such as possible waiting hours.
2. If the agreement is executed in phases, then Vortex has the right to suspend the execution of the parts that belong to a following phase, until the Counterparty has approved the results of the previous phase. The costs and damage here are for the account of the Counterparty.

3. Vortex will make an effort to realise the agreed activities and deliveries within the aforementioned agreed and planned time, insofar as this can reasonably be expected of him. If the execution of the agreement upon request of the Counterparty must be expedited, then Vortex has the right to bring the related overtime and other costs into account to the Counterparty.
4. Vortex is obliged to execute the work in a good, proper way and according to the stipulations of the agreement. Vortex must execute the work in such a manner that because of it damage to persons, goods or the environment is limited as much as possible and must comply with the orders and directions given in this framework by or on behalf of the Counterparty as much as possible.
5. Vortex is deemed to be familiar with the relevant laws and regulations by the government. The costs related to compliance with these laws and regulations and resolutions are for the account of the Counterparty.
6. If the Counterparty desires changes in the agreed work, then Vortex shall inform the Counterparty about the consequences that these changes shall have for the agreed prices, rates and delivery terms.
7. If during the execution of the agreement it shows that the activities and/or deliveries as a consequence of unforeseen circumstances cannot be executed in the agreed manner, then Vortex shall enter into consultation with the Counterparty about changes of the agreement. Vortex shall thereby inform the Counterparty about the consequences of the change for the agreed prices, rates and the delivery terms. If the execution of the agreement as a consequence thereof has become impossible, then Vortex has in each case a right to complete compensation of the activities and deliveries already executed by him.
8. If Vortex still has to make changes in already approved Documents, then this will be regarded as extra work and Vortex has the right to demand the extra costs from the Counterparty.

Article 9: Lesser and extra work

1. Under extra work will be understood: all extra activities and deliveries upon request of the Counterparty or necessarily deriving from the work that have not been included in the designated offer, offer or commission.
2. Lesser and extra work must be agreed in writing between Vortex and the Counterparty, Vortex is only bound to verbal agreements after he has confirmed these in writing to the Counterparty or as soon as Vortex - without rejection by the Counterparty - has begun with the execution of these agreements.
3. Settlement of lesser and extra work takes place:
 - a. at changes in the original commission;
 - b. at unforeseen cost increases or reductions and deviations of quantities eligible for settlement and/or estimated quantities.
4. Settlement of extra and/or lesser work take place directly at the final settlement, unless the parties have agreed differently in writing.

Article 10: Delivery, approval and maintenance period

1. Vortex must notify the Counterparty that the agreed activities have been rounded off and that the result thereof is ready for use.
2. The result of the activities is deemed to have been delivered in accordance with the agreement, if the Counterparty has checked this result and has signed the delivery from or work slip for approval.
3. The result of the activities is also deemed to have been delivered in accordance with the agreement, if the Counterparty within a term of 7 days after the notification that the activities have been rounded off, has not made a reclamation to Vortex or as much sooner as the Counterparty has taken this result/the object in which or to which the activities have been executed, into use already before this day.
4. Activities of third parties employed by or on behalf of the Counterparty not yet executed or not yet terminated, which are of influence on the proper use of the result of the activities, have no influence on the delivery thereof.
5. Small defects that can be restored in a simple manner in a maintenance period agreed between the parties are not a reason to withhold approval, provided that these defects do not stand in the way of a possible taking into use. If the parties have not agreed to a specific maintenance period, then a maintenance period of 30 days after delivery shall apply.
6. Vortex must (let) restore defects which are established within the maintenance period and come for his account as soon as possible.

7. If the Counterparty after the delivery or maintenance period referred to in this article still establishes defects, deficiencies and so forth, then the stipulations of the complaints article included in these General Terms and Conditions shall be applicable.

Article 11: Complaints

1. Complaints about the quality of the activities executed by Vortex must be reported immediately after discovery – but no later than within 7 days after the notification that the activities have been rounded off – in writing to Vortex. All consequences of indirect reporting are for the risk of the Counterparty. If no explicit warranty period has been agreed, then a term of 1 year after delivery shall apply.
3. All complaints about the executed activities must also directly after discovery - but no later than within seven days after delivery –be reported to Vortex, followed by a written confirmation thereof.
4. If a complaint has not been reported within the terms stated in the previous sections to Vortex, then the Counterparty loses his right to reclamation. All consequences of indirect reporting, if that renders direct detriment or danger, are furthermore for the risk of the Counterparty.
5. Complaints do not suspend the payment obligation of the Counterparty. Neither is the Counterparty authorised for settlement of the alleged damage.
6. The Counterparty must enable Vortex to examine the complaint and provide all relevant Information hereto to Vortex. If for the examination of the complaint a return shipment of the concerned part is necessary or if it is necessary that Vortex comes to examine the complaint on the location, then this takes place for the account of the Counterparty, unless the complaint proves to be founded afterwards. The risk of transport is always for the Counterparty.
7. No complaints are possible about discolorations of parts and minor mutual colour deviations.
8. No complaints are possible about goods that after receipt by the Counterparty have changed from the nature and/or composition or have been treated or processed in whole or in part.

Article 12: Liability

1. Outside the warranties, guaranteed results or quality requirements explicitly agreed or given by Vortex, Vortex accepts no liability whatsoever.
2. Notwithstanding the stipulations in the previous section is Vortex only liable for *direct* damage.
3. Explicitly, Vortex excludes each liability for the execution of tests, trial runs of the airplane or object to which the assembled and installed parts have been attached by Vortex;
4. Each liability of Vortex for consequential damage, such as enterprise damage, missed profits and/or incurred loss, damage because of delay and/or damage to persons or injury damage, is in all cases explicitly excluded.
5. The Counterparty must take all measures that are necessary for the prevention or limitation of the damage.
6. If Vortex is liable for damage suffered by the Counterparty, then the obligation to compensation for damages of Vortex is always limited to the maximum of the amount that will be paid out by his insurer in the prevalent case. If the insurer does not pay out or the damage does not fall under an insurance cover concluded by Vortex, then the obligation to pay compensation for damages of Vortex is limited to the maximum of the amount of the invoice for the delivered goods or the executed activities.
7. Counterparty is required to insure himself against liability with sufficient cover for direct or indirect damage that is emerged or caused by help persons or third parties that Vortex has employed in its activities, if and insofar these execute the commissioned activities under direct direction of Vortex.
8. The Counterparty must hold Vortex liable no later than within 3 months after he has become aware of or could have become aware of the damage suffered by him.
9. If Vortex must execute its activities or deliveries on the basis of Documents and/or drawings provided by or on behalf of the Counterparty, then Vortex is not responsible for the content, correctness and completeness of these Documents and/or drawings.
10. If the Counterparty makes materials and/or parts available for further processing or assembly, then Vortex is responsible for a correct processing respectively assembly, but not for the proper nature of the materials or parts self.
11. Vortex is never liable for damage to the work as a consequence of activities or executed deliveries by or on behalf of the Counterparty.
12. Vortex is not liable and the Counterparty can make no claim on the applicable sustainability or warranty if the damage has emerged:

- a. in case of inexpert use or use in violation of the destination of the object to which Vortex has executed its activities or the instructions, advices, directions of use and so forth provided by or on behalf of Vortex;
- b. in case of inexpert holding (storage) or inexpert or incorrect installation of the delivered goods by or on behalf of the Counterparty;
- c. in case of errors or incompleteness in the Information, materials and/or parts provided or prescribed by or on behalf of the Counterparty to Vortex;
- d. in case of directions or instructions of or on behalf of the Counterparty;
- e. as a consequence of the choice of the Counterparty that deviates from what Vortex advised and/or what is customary;
- f. in case of the choice that has been made by the Counterparty with regard to the goods to be delivered goods;
- g. in case the goods are affected by external influences other than influences against which the goods normally should be resistant;
- h. because of repairs or other activities or treatments executed to the delivered by or on behalf of the Counterparty, without explicit prior permission from Vortex.
- i. in case of emergency repairs by Vortex.

13. The Counterparty is completely liable in the instances as summed up in the previous section for all damage deriving here from and safeguards Vortex explicitly from all claims of third parties for compensation for this damage.

14. The limitations of the liability included in this article do not apply if the damage can be imputed to wilful intent and/or conscious negligence by Vortex or (help) persons employed by him or if mandatory lawful stipulations object hereto. With the exclusion of these instances Vortex shall safeguard the Counterparty from possible claims of third parties towards the Counterparty.

Article 13: Payment

1. Vortex always has the right to require (partial) advance payment or any other surety for payment from the Counterparty.

2. Vortex shall send his invoices weekly, unless agreed differently.

3. Payment must take place within the due term of 30 days after the date of the invoice, unless the parties have agreed in writing upon another payment term.

Thereby the correctness of an invoice is established if the Counterparty has not objected within this payment term.

4. If an invoice after the expiration of the term referred to in the previous section has not been paid completely, then the Counterparty is liable to pay to Vortex a delay interest in the order of 1.5% per month, to be calculated cumulatively over the principal amount. Parts of a month will thereby calculated as a full month.

5. If after a summation by Vortex payment remains absent within seven days after sending of this summation, then Vortex has furthermore the right bring to the Counterparty into account out-of-court collection costs in the order of 15% of the amount of the invoice with a minimum of €150.00.

6. In the absence of complete payment by the Counterparty, Vortex has the right to dissolve the agreement, without further notification of default by means of a written declaration or to suspend his obligations from the agreement, until the Counterparty has paid after all or has set a proper surety for this. The aforementioned right of suspension is also given to Vortex if it is already in default before the Counterparty with the payment and has well founded reasons to doubt the creditworthiness of the Counterparty.

7. Payments made by the Counterparty shall be used by Vortex firstly for the reduction of the due interest and costs and subsequently to the due invoices that are outstanding the longest, unless the Counterparty states at the payment in writing that this concerns a later invoice.

8. The Counterparty may not settle the claims of Vortex with possible counterclaims that he has on Vortex. This also applies if the Counterparty files for the (provisional) suspension of payment or is declared to be in a state of bankruptcy.

Article 14: Right of retention

1. Vortex has the right to suspend the return of the objects of the Counterparty that Vortex has under it in the framework of the execution of the agreement if and during the period that:

a. the Counterparty has not completely paid the costs of the activities to the objects;

b. the Counterparty has not or not completely paid the costs of activities executed earlier to the objects by Vortex;

c. the Counterparty has not or not completely paid other due claims that derive from the contractual relation with Vortex.

2. Vortex is not liable for possible damage - of whichever nature - that derives from the right of retention exercised by him.

Article 15: Bankruptcy, loss of control and so forth

1. Vortex has always the right to dissolve the agreement without further notification of default by means of a written declaration to the Counterparty at the time on which the Counterparty:
 - a. is declared to be in a state of bankruptcy or an application for his bankruptcy is made;
 - b. files for (provisional) suspension of payment;
 - c. is affected by an executorial attachment;
 - d. is put under administration or supervision;
 - e. otherwise loses control or the ability to act with regard to his assets or parts thereof.
2. The Counterparty must always notify the administrator or supervisor of the (content of the) agreement and these General Terms and Conditions.

Article 16: Force Majeure

1. In case of Force Majeure at the side of the Counterparty or Vortex, Vortex has the right to dissolve the agreement by means of a written declaration to the Counterparty or to suspend the compliance with its obligations towards the Counterparty for a reasonable term without be held to any compensation for damages.
2. Under Force Majeure, as regards Vortex, it shall be understood in the framework of these General Terms and Conditions as: a non-imputable shortcoming of Vortex, of the third parties or suppliers employed by it or other heavy weighing reasons at the side of Vortex.
3. As circumstances in which there will be an instance of Force Majeure as regards Vortex it shall, among others, be understood as: illness or death as regards Vortex or illness or death of persons employed by it, sudden death of close relatives, war, riots, mobilisation, interior and exterior uprising, measures by the government, disruption of the currency dimensions existing at the time of the conclusion of the agreement, enterprise disruptions by fire, burglary, sabotage, drops of electricity, internet or phone connections, events of nature, (natural) disasters and so forth as well as by weather circumstances, road blockades, accidents, import and export impeding measures and so forth; emerged transport difficulties and delivery problems.
4. If the Force Majeure situation emerges when the agreement already has been executed in part, then the Counterparty must comply in each case with his obligations towards Vortex up to that moment.

Article 17: Cancellation, suspension

1. If the Counterparty wishes to cancel the agreement prior to or during the execution thereof, then he is liable to pay to Vortex compensation for damages further to be determined by Vortex. This compensation for damages encompasses all the costs made by Vortex and its damage incurred by the cancellation inclusive of the missed profits. Vortex has the right to fix the compensation for damages and – at its discretion and dependant on the already activities or deliveries – to bring 20 to 100% of the agreed price into account to the Counterparty.
2. If the Counterparty cancels or moves a planned appointment less than 24 hours in advance, then Vortex has in each case the right to bring into account to the Counterparty the time reserved for that on the basis of the agreed or – in the absence thereof - usual hourly rate.
3. The Counterparty is towards third parties liable for the consequences of the cancellation and safeguards Vortex from claims of these third parties for deriving here from.
4. Vortex has the right to set-off all amounts paid by the Counterparty with the compensation for damages due by the Counterparty.
5. In case of suspension of the execution of the agreement upon request of the Counterparty the compensation for all activities executed on that moment and made costs is directly payable upon demand and Vortex bring these into account to the Counterparty. Vortex may, furthermore, bring into account to the Counterparty all costs to be made or made during the suspension period as well as the hours already reserved for the suspension period.
6. If the execution of the agreement after the agreed duration of suspension cannot be resumed, then Vortex has the right to dissolve the agreement by a written declaration to the Counterparty. If the execution of the agreement after the agreed suspension duration is resumed, then the Counterparty must compensate for the possible costs of Vortex deriving from this resumption.

Article 18: Applicable law/competent court

1. The Laws of the Netherlands exclusively govern the agreement concluded between Vortex and the Counterparty.
2. The applicability of the Vienna Purchase Treaty (CISG) is explicitly excluded.
3. Possible disputes shall be submitted to the competent Dutch court in the District of Gelderland, albeit that Vortex always reserves the right to submit a dispute to the competent court in the place where the Counterparty has his seat of business. Also in that instance solely the Laws of the Netherlands shall apply.

Date: 19 March 2015