

1. Scope

- 1.1. All goods and services of JETMS Completions Ltd (company number 06587758) whose registered office is at Hangar 510 Churchill Way, Biggin Hill, Westerham TN16 3BN ("JETMS") shall be deemed to be supplied on the exclusive basis of these General Terms and Conditions, as from time to time amended ("GTCs"). These GTCs shall also apply to all future transactions for the supply of goods and services of JETMS to the respective counterparty ("Customer") without the need to expressly refer to these GTCs.
- 1.2. Any terms and conditions of business (terms and conditions of purchase) of the Customer shall in all cases be deemed to have been rejected and shall not become part of the contract between JETMS and the Customer even if known, unless expressly confirmed in writing by JETMS. Contractual terms negotiated in writing between JETMS and the Customer in individual cases shall take precedence over these GTCs.
- 1.3. Amendments or addenda to these GTCs must, in each individual case, be made in writing and signed by both JETMS and the Customer in order to be legally valid. The foregoing also applies to the waiver of this written form requirement.

2. Formation of contract

- 2.1. JETMS' offering of goods and services is subject to change and is non-binding. JETMS reserves the right to make technical and other changes to JETMS' offering to the extent that it is reasonable.
- 2.2. By placing an order (the "Purchase Order"), the Customer confirms his binding offer to purchase JETMS' good(s) and/or service(s). Any confirmation of receipt by JETMS to the Customer shall only constitute binding acceptance of the Customer's Purchase Order if JETMS expressly declares so in writing. These GTCs are an integral and inseparable part of each and every Purchase Order.
- 2.3. Formation of the contract shall in each individual case require JETMS' written acceptance of the Customer's Purchase Order. If JETMS' written acceptance differs from the Customer's Purchase Order, the written acceptance shall be deemed to be a counteroffer. No contract shall be formed between JETMS and the Customer until the Customer accepts the counter-offer.
- 2.4. If JETMS choose to accept the Customer's Purchase Order, JETMS may accept the Purchase Order within one week of receipt.
- 2.5. In the event of incorrect or improper deliveries to JETMS itself, JETMS shall not perform the contract in its entirety or shall only perform the contract partially. JETMS shall promptly inform the Customer in the event of non-availability or only partial availability of contract performance. Any consideration shall be refunded to Customer without delay calculated on a pro rata basis if JETMS is (wholly or partially) unable to perform the contract. Alternatively, if JETMS is only able to partially perform the contract, the Customer shall have the right to reject any good(s) and/or service(s) and receive a full refund.

3. Performance of contract and passage of risk

- 3.1. The place of performance for goods, services and payments is the registered office of JETMS at Hangar 510 Churchill Way, Biggin Hill, Westerham TN16 3BN. The foregoing shall also apply if it is agreed that handover shall take place at a different location. The risk of accidental loss and damage to the goods shall pass to the Customer when the goods are handed over to a forwarding agent or carrier, but no later than when the goods leave JETMS' warehouse. At the Customer's request, deliveries will be insured in the Customer's name, at its risk and cost. The Customer will bear all costs in connection with obtaining the necessary export licences, consents or approvals. JETMS will reasonably support the Customer with necessary documents to support the Customer's export application.

- 3.2. If the delivery of the goods or services is delayed through the fault of the Customer or if the Customer refuses to accept delivery thereof: (i) the risk of accidental loss and damage to the goods shall pass to the Customer at the time for which delivery was agreed; and (ii) the Customer shall be liable for any wasted delivery costs incurred by JETMS. In the event of non-acceptance lasting longer than one month, JETMS shall be free to charge the Customer a storage fee of 0.5% of the purchase price per month or, alternatively, to charge the Customer for the actual storage costs (including in a third-party warehouse). Without prejudice to any other right or remedy available to JETMS, in the event of non-acceptance lasting longer than 90 (ninety) calendar days, JETMS may also sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the purchase price or charge the Customer for any shortfall below the purchase price under the contract.
- 3.3. The contractually agreed delivery and performance period shall apply subject to the occurrence of events of force majeure or excusable delay. In cases of force majeure or excusable delay, the deadline for delivery and performance shall be deemed extended until the force majeure event or excusable delay has ended and delivery can occur. For the purposes of these GTCs, force majeure shall be understood to be all events that JETMS is unable to anticipate and avert with reasonable efforts (e.g. natural disasters, fire, warlike events, riots, official closures due to pandemics or epidemics, labour or trade disputes, or interruption or failure of utility services). If such a force majeure event affects a supplier of JETMS, this shall be treated as a force majeure event affecting JETMS. For the purposes of these GTCs, excusable delay shall be understood to be: failure of the Customer to make any payment on timely basis or comply with its other obligations hereunder; failure of the Customer for any reason to provide JETMS with information required and necessary for proper execution of a respective Purchase Order; failure of the manufacturers of the goods ordered in a timely manner to deliver to JETMS on time or to deliver at all.
- 3.4. In the event the Customer delays and/or postpones the slot confirmed by JETMS, JETMS is entitled to reassess the provided process and adjust as required.
- 3.5. In the event of a default in performance for which JETMS is responsible, the Customer shall be entitled, after a grace period of 21 days, to claim liquidated damages of 0.5% of the value of the portion of the goods or services that was not delivered on time or in accordance with the contract due to the default, per week, but limited to a total of 5% of the respective price for delivery of the goods or services right to claim any damages under this section is subject to the Customer proving that it suffered a loss as a result of the default. Other claims for damages shall be governed exclusively by sec. 9. In cases of force majeure or excusable delay (see sec. 3.3.), the Customer cannot claim for default of performance.
- 3.6. The Customer may reject any goods (in whole or in part) delivered which are not in accordance with the Purchase Order. The Customer shall within 5 (five) days upon delivery inspect the goods for shortage, loss, damage or obvious nonconformity and notice JETMS about rejection. If a rejection of any nonconforming goods as substantiated and agreed to by JETMS, it will replace the rejected part of the goods or make up the shortage as soon as reasonably possible at no additional cost to the Customer. The Customer will return any rejected goods to JETMS, at the Customer's expense, unless agreed otherwise in writing.
- 3.7. The goods will be deemed as accepted unless the Customer notifies the JETMS of the rejection of such goods and the reasons for such rejection within 5 (five) days after receipt of such goods.
- 3.8. Authorisation and shipping instructions for the return of any goods must be obtained from JETMS in writing before any goods may be returned to JETMS by the Customer.
- 3.9. JETMS will ensure the goods are suitably packaged in accordance with the requirements of common carriers and good commercial practices in order to ensure the goods are protected from damage and deterioration.

Should the Customer request special packaging or handling and JETMS will agree to it in writing, the Customer shall be responsible for any additional costs incurred.

4. Retention of title

- 4.1. JETMS retains title to the goods until full payment of the purchase price (or price of the works and services) and all associated costs and expenses, including any charges or interest, has been made by the Customer.
- 4.2. Goods whose title have not passed to the Customer due to lack of payment ("**Retention of Title Goods**") may only be resold by the Customer with prior written consent of JETMS. Claims of the Customer against third parties arising from the resale of the Retention of Title Goods are deemed assigned to JETMS in the amount of the sum stated in the invoice issued by JETMS to the Customer. In this case, the Customer undertakes to make a corresponding book entry of the assignment of the claim.
- 4.3. The Customer must treat the Retention of Title Goods with care until title transfers to the Customer. Insofar as maintenance and inspection work is required, the Customer shall carry out such work regularly at its own expense.
- 4.4. JETMS is entitled to terminate the contract with the Customer and to demand the return of the delivered goods if the Customer materially breaches the contract (and material breach shall be deemed to include breach of the Customer's payment obligation (sec. 5) and/or acceptance obligation (sec. 3)).

5. Prices, payment of the purchase price/compensation for works and services

- 5.1. In the absence of an individual agreement on price, the prices as per the valid price list in effect from time to time are deemed agreed. Unless otherwise agreed, the prices are net prices (i.e. exclusive of any VAT, or any other tax, duties, levies or other government fees, where applicable, which the Customer shall pay in addition when it is due to pay for the goods) "ex works" (EXW Incoterms 2020). Prices quoted by JETMS (save for any variation in any VAT rates from time to time) will be firm for 30 (thirty) days from the date of the submission of the respective quotation and afterwards could be increased upon sole discretion of JETMS.
- 5.2. Unless otherwise agreed in writing between the Parties, payment will be made upon presentation of the invoice. JETMS shall issue the invoice for the goods before shipment. The invoices will be submitted to the Customer via e-mail address set out in the Purchase Order or as afterwards notified by the Customer via e-mail. Non-receipt of the invoice, when sent to the contact details as forth herein, does not release the Customer from its unconditional obligation to duly settle payments payable pursuant to these GTCs and corresponding Purchase Order.
- 5.3. In the absence of an individual agreement, payments to JETMS shall be made in pounds (GBP), USD or euros (as shown on the invoice) within 10 days (receipt by JETMS) of the date of the invoice. Payments are to be made without deduction; a discount does not apply.
- 5.4. If the Customer acting in good faith disputes any invoice, then it shall promptly, but no later than within 5 (five) calendar days upon its receipt, notify JETMS the specific basis for doing so and provide reasonable justification. The Customer shall settle each Invoice in full and if any adjustment thereof is required following the settlement of the disputed portion of such invoice by the Parties, JETMS undertakes to perform the eventual adjustment upon issuance of the credit Invoice and refunding to the Customer the respective overpaid amounts, if any will be determined acting in good faith by the Parties.
- 5.5. Payments received shall first be credited against any older debt, in this case first against interest, then against outstanding principal.

- 5.6. In the event of a payment default, interest on arrears shall accrue at the rate of 10% over the base interest rate per annum; one year shall be deemed the equivalent of 360 days. In such case, the Customer is obligated to pay all extrajudicial costs for appropriate prosecution of JETMS' rights. JETMS is furthermore entitled, after setting a reasonable grace period and without prejudice to its other rights, to terminate the contract and to recover the retention of title goods.
- 5.7. Payments hereunder shall be considered as paid when such are credited in the bank account of JETMS.
- 5.8. The Customer may only offset or withhold amounts against claims of JETMS with counterclaims that have been adjudicated by a court or accepted by JETMS. In return, JETMS shall be entitled to retain goods in the event of late payment by the Customer.
- 5.9. The retention of compensation for the works and services or the purchase price is only permissible in the event of justified claims for remediation equal to the retained compensation/purchase price.
- 5.10. All invoices shall become immediately due and payable without any additional notice once any payment in accordance with these GTCs becomes overdue. In case of repeated late payments or if the Customer becomes subject to bankruptcy, reorganisation or other similar procedures aimed at readjustment of its indebtedness, JETMS shall be entitled upon its sole discretion to unilaterally accelerate the applicable payment terms, all outstanding invoices then becoming payable immediately and/or require from the Customer an additional security for its payment as JETMS may deem necessary or desirable, including the pledge of relevant assets, issuance of a guarantee and/or any other security. If the Customer refuses to comply with JETMS' request to issue any such security, JETMS is entitled to immediately unilaterally terminate its performance hereunder on an out-of-court basis by giving a written notice to the Customer with immediate effect, without prejudice to any other remedies that JETMS may have under these GTCs or at law.

6. Intellectual property rights

- 6.1. No copyrights or other intellectual property rights of any kind are transferred in connection with the delivery of goods and services to the Customer. JETMS' works, documents, drawings, plans, samples and knowhow, etc. of whatever kind and form constitute the intellectual property of JETMS. The transfer thereof to third parties or use thereof by third parties is not permitted. The purchase price/compensation payable for the works and services is deemed to include a non-exclusive right of use, limited in time to the service life of the goods/services and to their specific use in conformity with the contract. No further grant of rights is made, in particular there is no right on the part of the Customer to grant sublicenses or editing rights contrary to the contract.

7. Warranty

- 7.1. JETMS warrants that the goods/services are free of defects at the time risk passes; thus in particular JETMS does not provide any warranty for defects which are due to assembly not carried out by JETMS, for damage resulting from using the goods outside of their performance specifications, for negligent or incorrect handling and use of the goods, or for damage due to other actions of the Customer or third parties, for materials provided by the Customer or natural wear and tear.
- 7.2. The warranty is limited exclusively to the JETMS' obligation to remedy any defect arising from the provision of the services free of charge at the JETMS Site or the Customer's Site, and is subject to and conditioned upon: (a) such defect arising within 6 (six) months after completion of the refurbishment services, 12 (twelve) month after completion of all new-builds; and (b) the Customer proving that JETMS did not properly perform the work causing the defect and the cause of the defect is directly related and attributable to the work of JETMS; and (c) such defect having been

- reported by the Customer to JETMS within 7 (seven) calendar days after its discovery by the Customer, with a report describing the symptoms and findings; and (d) there being no overdue payments on the part of the Customer under these GTCs and corresponding Purchase Order.
- 7.3. Upon receipt of the warranty claim, JETMS shall reasonably approve or disapprove substantiation of any warranty claim as to any defect. If any alleged defect is not covered by the warranty, then the Customer shall pay JETMS at the applicable rates for additional services and for the shipping costs, disassembly, investigation, reassembly and operational test of the aircraft or its parts performed by JETMS. The Customer shall provide the defective part for inspection and repair to JETMS within 30 (thirty) calendar days after the warranty claim has been raised.
- 7.4. The warranty does not extend to the Material (including the case of faulty design of equipment). JETMS shall use diligent efforts to procure assignment, to the extent available, of any assignable warranty rights for the Materials supplied by JETMS from its suppliers to the Customer to enable the Customer to assert warranty claims directly against the respective suppliers. In such case, the obligations of JETMS shall only and exclusively be limited to assistance with warranty claims in respect of the Material asserted by the Customer against the JETMS' suppliers.
- 7.5. The warranty shall not extend to any claim, failure or damage which results from defects, non-conformity, failure or abnormal wear and tear which are in whole or in part attributable to or the result of, FOD, IOD, abnormal, incorrect, inaccurate or improper use, operation, maintenance, handling, storage, transportation, packing or installation, OEM's design deficiencies, misuse, abuse or accidents, force majeure or incidents and taking into consideration the specific use and design of such Aircraft, which has not been anticipated by the standards, regulations, procedures and/or requirements issued by the relevant manufacturer, the relevant aviation authority and/or JETMS. The warranty also does not cover: (a) any defect caused by ordinary wear and tear, or the repair or alteration of the aircraft components by any party other than by JETMS; (b) any defect that would not likely have occurred had the Customer accepted all of the JETMS written recommendations, if any, for changes to the work scope.
- 7.6. The Warranty and obligations of JETMS set forth in this Clause shall be the JETMS' sole, complete and exclusive liability and the Customer's sole, complete and exclusive remedy, in substitution for any and all other warranties, express or implied, arising by law or otherwise, with respect to any non-conformity or defect in any material, data or product delivered or service performed in relation to or under the contract including but not limited to (i) any warranty against hidden defects, (ii) any implied warranty of merchantability or fitness for a particular purpose, (iii) any implied warranty arising from course of performance, course of dealing or usage of trade, (iv) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of JETMS or any subcontractor (whether active, passive or imputed), and (v) any obligation, liability, right, claim or remedy for loss of or damage to the Aircraft Component. JETMS' liability in connection with or resulting from this Warranty will not exceed the cost of correcting the defect by JETMS.
- 7.7. The warranty is non-assignable without the prior written consent of JETMS.
- 8. Termination of the contract**
- 8.1. JETMS may immediately terminate the contract with the Customer for good cause as follows:
- a) Where the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business. The Customer is obliged to notify JETMS immediately in writing of any such step or action concerning the Customer.
- b) Where the Customer otherwise ceases to make payments, without insolvency proceedings having been opened.
- c) Where the Customer commits a material breach of these GTC's, and such breach is not corrected within 10 (ten) calendar days after written notice of such breach, immediately after remedy period.
- d) Where there is an event of force majeure which leads to failures of delivery, delivery bottlenecks and/or above-average price increases at JETMS or a supplier of JETMS and such delivery defaults, delivery bottlenecks and price increases make it difficult and/or impossible for JETMS to provide the agreed goods and services, and if no agreement is reached within 3 months of written notification to the Customer. An aboveaverage price increase, which makes it difficult and/or impossible for JETMS to provide the goods or services, shall be deemed present in any case if the "Producer Price Index (PPI) for the Manufacturing Sector" published monthly by the Office for National Statistics on ons.gov.uk, or an index replacing it, is exceeded by more than 6 percentage points over a period of more than five consecutive months as compared to the corresponding period during the previous year.
- e) In the event the Customer breaches the Compliance Terms attached hereto as Annex 1.
- 8.2. In the event of a material breach of the contract for which JETMS is responsible, the Customer shall be entitled to terminate the contract after a grace period of 30 (thirty) days, during which JETMS shall be given the opportunity to remedy the default.
- 8.3. The Parties shall have the right to terminate the contract without cause upon no less than 60 (sixty) days' prior written notice to the other Party.
- 8.4. In case of occurrence of force majeure circumstances or excusable delay, either Party may terminate the contract after force majeure or excusable delay continue for more than 90 (ninety) calendar days.
- 8.5. The termination of transactions hereunder shall not relieve the Parties of any liabilities, obligations, expenses and payments accruing up to the date of such termination and all rights accruing up to either Party to said date of termination shall likewise remain in full force and effect. In case of cancellation of the contract by the Customer, JETMS is entitled to be compensated for all costs incurred (ordered material / provided services) between placing the Purchase Order and the cancellation of the contract. A cancellation fee of 10% of the order value, is due on the cancellation date.
- 8.6. The provisions of these GTC's regarding governing law, jurisdiction, liability limitation, insurance, warranties, confidentiality, survival of accrued rights and obligations, and consequences of termination shall survive any termination hereof for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such termination.

9. Confidentiality

- 9.1. In these GTCs "Confidential Information" shall mean any and all confidential or proprietary information disclosed by or at the direction of either Party in connection with the supply of goods under these GTCs or any data contained therein (in any form and any copies of the same) whether before or after the effective that is not generally known to the public and as to which the Party supplying the information has taken reasonable measures to maintain its confidentiality, including, without limiting the generality of the foregoing, technical, financial and commercial information about the Party and price lists and customer information, intellectual property rights, but excluding information which: (a) was known to the receiving Party prior to the information's disclosure in connection with the supply of goods under these GTCs; (b) is or becomes a matter of public record other than through a Party breaching these GTCs; (c) was independently developed by the receiving Party, without the use of any Confidential Information; or (d) a Party certifies in writing as not being confidential information.
- 9.2. Each receiving Party agrees that it shall use Confidential Information of the disclosing Party solely in furtherance of the performance of the contract and for no other purpose.
- 9.3. The receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person.
- 9.4. Each Party acknowledges that any failure to comply with any of the requirements of this Clause 9 (Confidentiality) will cause irreparable injury to the other Party, the extent of which would be difficult to ascertain. Accordingly, each Party consents and agrees that, in addition to any remedies available at law, any non-breaching Party shall have the right to seek immediate injunctive relief in the event of a breach or threatened breach of this Clause 9 (Confidentiality) by the other Party or its respective representatives.
- 9.5. The obligations of confidentiality under this Clause 9 (Confidentiality) shall not apply to the disclosure of confidential information required to be disclosed by applicable law, or by court of competent jurisdiction, or any governmental or regulatory authority.

10. Liability

- 10.1. Subject to section 10.4., liability of JETMS, including its directors, officers, employees, agents, servants or as well as of third parties acting on behalf of JETMS is hereby disclaimed for all cases of minor negligence (i.e. a mistake which might happen occasionally even to a careful person).
- 10.2. Subject to section 10.4., liability is limited in any case to damage occurring to the goods and service themselves, such that compensation in damages is excluded for: (i) mere financial losses; (ii) damages based on third-party claims against the Customer; and (iii) all indirect, special, incidental, consequential loss of any kind whatsoever, loss of use, loss of profits, loss of prospective economic advantage, loss of anticipated savings, loss of sales or business, loss of agreements or contracts, loss of data, (regardless whether any of the foregoing types of loss would be held direct or indirect), arising out of, or in consequence of, any act or omission of JETMS in performance hereunder. The Customer shall indemnify and hold harmless its shareholders, affiliates, directors, officers, employees, agents, servants and subcontractors from and against any and all such claims including costs and expenses (including any legal costs) related thereto. JETM's total liability for direct losses incurred under or in connection with these GTC's shall be limited to and shall not exceed the purchase price allocable to the goods and services which gave rise to such loss.
- 10.3. Subject to section 10.4., all liability is excluded for claims caused by events of force majeure.
- 10.4. Nothing in these GTCs shall exclude or in any way limit either Party' liability: (a) for fraud; (b) for death or personal injury caused by its negligence; or (c) any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 10.5. The Customer shall indemnify and hold JETMS harmless against any losses, damages, fees, costs and expenses (including any legal costs) incurred by JETMS arising out of or in connection with any failure of the Customer to comply with any provisions of these GTC's or any contract or unlawful early termination hereof.
- 10.6. The Parties acknowledge being fully aware of and agree to JETMS' liability limitation and acknowledge that prices for goods or services to be supplied in accordance with these GTC's have been calculated, inter alia by specific reference to such exclusions and liability limitations.

11. Personal Data Protection

- 11.1. For the purposes of this Clause 11 (Personal Data Protection), the terms "processing", "personal data", "controller", "appropriate technical and organisational measures" and "data subject" have the same meanings as provided in applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder);.
- 11.2. This Clause sets out the framework for the sharing of personal data between the Parties as controllers. Each Party acknowledges that one Party (referred to in this Clause as the Data Discloser) will regularly disclose to the other Party names, surnames, contact details and other personal data of the Data Discloser's employees and representatives (the Shared Personal Data) necessary for the conclusion and performance of this contract (the Agreed Purposes).
- 11.3. JETMS and the Customer shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 11.4. JETMS and the Customer shall:
- 11.4.1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the other Party or its subcontractors for the Agreed Purposes
- 11.4.2. give full information to any data subject whose personal data may be processed under these GTCs of the nature of such processing;
- 11.4.3. process the Shared Personal Data only for the Agreed Purposes
- 11.4.4. not disclose or allow access to the Shared Personal Data to anyone other than the other Party or its subcontractors;
- 11.4.5. ensure that the other Party or its subcontractors are subject to written contractual obligations concerning the Shared Personal Data which are no less onerous than those imposed by this contract;
- 11.4.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- 11.4.7. not transfer any personal data received from the Data Discloser outside the UK or the European Economic Area unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 11.5. JETMS and the Customer shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:
- 11.6. consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;
- 11.7. promptly inform the other Party about the receipt of any data subject rights request;
- 11.8. provide the other Party with reasonable assistance in complying with any data subject rights request;

- 11.9. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other Party wherever possible;
- 11.10. assist the other Party, at the cost of the other Party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the information commissioner or other regulators;
- 11.11. notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- 11.12. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of any legal relationship hereunder, unless required by law to store the Shared Personal Data;
- 11.13. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 11.14. maintain complete and accurate records and information to demonstrate its compliance with this Clause 17 (Personal Data Protection); and
- 11.15. provide the other Party with contact details of at least 1 (one) employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the Data Protection Legislation.
- 11.16. provide the other Party with contact details of at least 1 (one) employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the Data Protection Legislation.

12. Severability

Voidness or invalidity of individual provisions of these GTCs shall not affect the validity of the remaining provisions hereof. In such a case, the parties shall be deemed to have made such agreements as come the closest to the commercial purpose of the void or invalid provisions and the intention of the parties.

13. Notices

- 12.1. Notices shall be sent in the form provided for in these GTCs, or alternatively in the form provided for by law, to the address last notified in writing. Notices transmitted via e-mail shall be deemed to satisfy the writing requirement.
- 12.2. Notices and communications having been e-mailed are deemed received by a Party on the next business day after such notice is being emailed (provided that the sender has not receive automated message from the receiver's email server indicating non-delivery).
- 12.3. The Customer is obligated to notify JETMS of any change of address in writing without undue delay but not later than within 5 calendar days, failing which notices sent to the Customer's address last notified in writing shall be deemed to have been received with legal effect. Unless otherwise expressly stipulated, the date of mailing shall be determinative of timely receipt of a notice.

14. General

- 13.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 13.2. These GTCs do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these GTCs.
- 13.3. The United Nations Convention for the International Sale of Goods shall not apply to these GTCs or to any contracts of sale entered into between the Parties.
- 13.4. Nothing in these GTCs shall be construed and understood as constituting a partnership between the Parties or as constituting either Party as the agent of the other for any purpose whatsoever except as specified by the terms of these GTCs.

15. Sanctions

The Customer undertakes to comply with the JETMS' Terms of Compliance as specified in Annex 1 to these GTCs.

16. Jurisdiction and applicable law

- 13.1. With respect to all disputes arising from or in connection with contractual relations between JETMS and a Customer, the parties irrevocably agree that jurisdiction shall be vested in the competent courts of London, England. However, JETMS shall also be entitled to assert claims against the Customer in the courts with general jurisdiction over the Customer.
- 13.2. These GTCs, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

14. No Assignment

- 14.1. The Customer shall not have a right to cede, assign, delegate or in any other manner transfer any of its rights and/or obligations under these GTCs without the prior written consent of JETMS. However, JETMS shall be entitled at its sole discretion to assign (transfer) without the Customer's additional consent (this provision shall be deemed as the Customer's sufficient consent) any rights and obligations under these GTCs to any other third party. In case of such assignment the terms of these GTCs will be binding upon assignees. Any of unauthorized assignment shall be null and void and constitute a breach of these GTCs.

Annex 1

Terms of Compliance

1. The Customer represents, warrants and undertakes that:
 - 1.1. Neither the Customer nor any of its directors, officers, employees, contract workers, assigned personnel, subsidiaries nor, to the best of the knowledge of the Customer (having made due and careful enquiry), any agent, subcontractor, supplier or affiliate or other person associated with or acting on behalf of the Customer is an individual or entity (the **Person**) that is, or is acting on behalf or for the benefit of the Person that is, or is owned or controlled by the Persons that are:
 - a) currently the subject or the target of any economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by the United States of America, the United Nations, the European Union, the United Kingdom, the jurisdictions where JETMS and the Customer are incorporated, carry out business or the contract is performed or any governmental or regulatory authority, institution or agency of any of the foregoing, including but not limited to the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the Bureau of Industry and Security of the U.S. Department of Commerce or the U.S. Department of State, the United Nations Security Council, the Council of the European Union, HM Treasury or other relevant sanctions authority (including but not limited to the designation in the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Denied Persons List maintained by the US Department of Commerce, the UK Sanctions List, and the OFSI Consolidated List maintained by HM Treasury, or any other list issued or maintained by any foregoing sanctions authorities of persons subject to sanctions (including investment or related restrictions), each as amended, supplemented or substituted from time to time) (collectively, the **Sanctions**); or
 - b) located, organised, operating or residing in a country, region or territory that is, or whose government is, the subject or the target of the Sanctions from time to time, including but not limited to Crimea, Cuba, Iran, North Korea, Sudan and Syria;

(each such Person is hereinafter referred to as the **Sanctioned Person**);
 - 1.2. From the date of incorporation the Customer has not engaged in, is not now engaged in, nor will engage in, any dealings or transactions with any Person that at the time of the dealing or transaction is or was Sanctioned Person.
 - 1.3. The Customer shall not, directly or indirectly, use the benefit received from these Conditions, including but not limited to, services or goods acquired: (i) to facilitate any activities or business of or with any Person that is the Sanctioned Person; or (ii) in any other way or manner that would result in a violation of the Sanctions by JETMS.
 - 1.4. The Customer and any Person that may be involved by the Customer in the execution and/or the performance of these Conditions has complied and shall comply with all national, supra-national, local or foreign laws and regulations in relation to combatting against bribery, fraud and racketeering, corruption, money laundering and/or terrorism administered, enacted or enforced from time to time by the United States of America, the United Nations, the European Union, the United Kingdom, the jurisdiction where the Customer is incorporated, carries out business or this contract is performed (collectively, the **ABC/AML Laws**) and that neither the Customer nor the Person that may be involved by the Customer in the execution and/or the performance of this contract has violated, is in violation of, or will violate the ABC/AML Laws.
 - 1.5. The Customer has not been involved, will not be involved in, or attempt to be involved in modern slavery or human trafficking or agree or attempt to assist any person who is involved in modern slavery or human trafficking in any activity which would violate the UK Modern Slavery Act 2015 or any similar applicable law or regulation.
 - 1.6. The Customer has not received and shall not receive any convictions, findings, fines, warnings or penalties issued by any competent authority in relation to anti-bribery and corruption, anti-money laundering, modern slavery or the Sanctions.
 - 1.7. If at any time the Customer becomes associated with potential violations of anti-bribery and corruption, anti-money laundering, modern slavery or the Sanctions regulations, the Customer shall promptly, but not later than within 5 (five) calendar days, notify JETMS thereof in order to allow JETMS to examine the situation and assess risks, whereupon JETMS shall be entitled to terminate the transactions contemplated hereunder unilaterally with immediate effect.
 - 1.8. The Customer shall at its own expense, comply with all laws, ordinances, rules and regulations (including but not limited to the 10 principles of UN Global Compact and 4 fundamental principles of International Labour Organisation (ILO) and other pertaining to health, sanitation, fair trade, consumer protection or prevention of harm or damage to the natural or social environment in respect of the assets, business and operations of the Customer), obtain all licenses, approvals and permits required by, and pay all taxes, fees, charges, and assessments imposed or enacted by, any governmental authority and the Customer shall not take any action which will cause JETMS to be in violation of any law, regulation or ethical standard of any applicable jurisdiction.
 - 1.9. The Customer maintains at all times adequate systems, controls and procedures to ensure that it and its directors, officers, agents, employees, contract workers, subsidiaries, subcontractors or suppliers and any other persons associated with it comply with the Sanctions and the ABC/AML Laws.
 - 1.10. The Customer shall promptly upon request of JETMS supply such information and documentation as is requested by JETMS in order for JETMS to carry out the verification of the Customer and decide on the on-boarding of the Customer pursuant to the internal procedure applied by JETMS to verify the identity of its counterparties, any Persons involved in the execution and/or performance of these GTCs, their key personnel and ultimate beneficial owners, risk assessment and on-boarding (the **KYC Procedure**).
 - 1.11. Information and documentation conveyed by the Customer during the KYC Procedure (as defined below) is true, accurate, complete and not misleading in any way and was provided without omission of any material information and the Customer shall promptly, but not later than within five (5) calendar days, notify JETMS of any changes to any information and documentation during the KYC Procedure or if it subsequently discovers anything which renders any such information untrue, inaccurate or misleading in any material respect, whereupon the Customer shall repeatedly undergo the KYC Procedure.
2. The representations and warranties made by the Customer in Clause 1 are continuing and shall be true at the time of execution of any Purchase Order and application of the GTCs. In case of any disagreements as to the Customer's compliance with provisions of this Clause 1, the Customer at its own expense shall cause to be furnished to JETMS a legal opinion of a reputable law firm satisfactory to JETMS, clarifying the status of the foregoing.
3. The Customer shall indemnify and hold JETMS harmless against any losses, damages, fees, costs and expenses (including but not limited to any legal costs) incurred by JETMS as well as any monetary sanctions arising out of or in connection to incorrectness, inaccuracies in any of the Customer's representations or warranties set out in, or any failure of the Customer to comply with any provisions of, the Clause 1 (each, the **Compliance Breach**).
4. Upon occurrence of any Compliance Breach, the Customer shall be deemed as having committed a material breach of the contract, whereupon JETMS shall be entitled, by giving a written notice to the Customer with immediate effect, to:
 - 4.1. unilaterally suspend performance of JETMS' obligations under any Purchase Order and these Conditions in general until the Compliance Breach is remedied to the full satisfaction of JETMS;
 - 4.2. accelerate and declare all sums owing to JETMS under or in connection with the GTCs immediately due and payable;
 - 4.3. demand that the Customer reimburses, and the Customer shall promptly but no later than within 5 (five) calendar days upon JETMS' notice reimburse, any losses, damages, fees, costs and expenses (including but not limited to any legal costs) suffered or incurred by JETMS as a result of or in connection with any Compliance Breach; and/or
 - 4.4. unilaterally and immediately terminate any Purchase Order and any legal relationship arising therefrom on an out of court basis.

5. The rights and remedies of JETMS set out in Clause 4 may be exercised concurrently or in any Purchase Order, and are not exclusive of any other rights or remedies available to the JETMS by agreement, law or otherwise nor shall give rise to any JETMS' liability in connection with their exercise.
6. Without prejudice to Clause 5 hereof, JETMS shall be entitled, by giving a written notice to the Customer effective immediately, to unilaterally terminate any Purchase Order and any legal relationship arising therefrom on an out of court basis if at any time the JETMS becomes aware of any relationship of the Customer with the Sanctioned Person or any association of the Customer in potential anti-bribery and corruption, anti-money laundering, modern slavery regulations violations, which at JETMS' sole discretion entail an undue financial, reputational, operational, strategic or regulatory risk to JETMS, whereupon all sums owing to JETMS hereunder or in connection herewith shall become immediately due and payable.
7. With regard to the Compliance Breach which is a breach of Clause 1.8, JETMS shall be entitled to terminate any Purchase Order as well as legal relationship arising therefrom only if it has not been remedied by the date falling 60 (sixty) calendar days from such breach being notified by JETMS.