



AIRCRAFT MAINTENANCE AGREEMENT

between

(insert full registered names)

(Registration No. **XXXXXX**) a Company incorporated in **XXXXXXXXXXXXXXXXXX**

("The Client")

and

LANSERIA JET CENTRE (PTY) LTD

(Registration Number: 2004/002561/07)

("LJC")

TABLE OF CONTENTS

1. DEFINITIONS	4
2. INTERPRETATION	8
3. APPOINTMENT OF LJC BY THE CLIENT	10
4. AUTHORIZED REPRESENTATIVES	10
5. CUSTOMER FURNISHED DATA / MANUALS	11
6. STANDARD OF WORK AND SERVICES	11
7. DELIVERY, INSPECTION, AGREED WORK AND RELEASE	12
8. TEST AND ACCEPTANCE FLIGHTS	14
9. WORK VARIATION ORDERS	14
10. NECESSARY ADDITIONAL WORK / EMERGENCY OR URGENT WORK	15
11. DEFECTS, FAULTS AND DELAYS	15
12. PRICE	16
13. TERMS OF PAYMENT	17
14. TAXES, COSTS, EXPENSES AND RELATED FEES/CHARGES	19
15. WARRANTY	19
16. INSURANCE	21
17. LIABILITY AND INDEMNITY	21
18. NOTICE AND REQUESTS	23
19. FORCE MAJEURE	23
20. APPLICABLE LAW	24
21. ARBITRATION	24
22. BREACH AND TERMINATION OF AGREEMENT, OTHER REMEDIES	26
23. PERIOD OF AGREEMENT	26
24. MISCELLANEOUS	27
25. SIGNATURE	28
26. COSTS	28

EXHIBIT A – DESCRIPTION OF AIRCRAFT**EXHIBIT B – CONFIRMATION OF DELIVERY/RELEASE****EXHIBIT C – DEFECTS ESTIMATE****EXHIBIT D – SCHEDULED WORK ESTIMATE****EXHIBIT E – WARRANTY ESTIMATE****EXHIBIT F – WORK VARIATION ORDER****EXHIBIT G – SCHEDULE OF RATES**

This Agreement is entered into as of the signature date defined below, by and between:

LANSERIA JET CENTRE (PTY) LTD, Registration Number 2004/002561/07

(hereinafter referred to as “**LJC**”),

a company incorporated under the laws of South Africa, having its physical address and principal place of business at Hanger 201, Gate 7, Ring Road, Lanseria International Airport, duly represented herein by Mr. W Nothnagel, who personally warrants by his signature hereto that he is duly authorised to act on behalf of LJC.

and

[REDACTED], Registration Number [REDACTED]

(hereinafter referred to as “**the Client**“)

Business Domicile, Physical Address and Chosen *Domicilium Citandi et Executandi* at:

[REDACTED]

duly represented herein by **[REDACTED]**, (hereinafter referred to as “**the Designated Representative**“), who personally warrants by his signature hereto that he is duly authorised to act on behalf of the Client.

RECITALS:

WHEREAS, LJC is a South African Civil Aviation Authority registered Aircraft Maintenance Organisation with AMO license number 1135, with the necessary authorisation and capacity to undertake the inspection, maintenance, repair and overhaul of various aircraft, and has the facilities and capabilities to supply the Services and Parts in respect of the Aircraft as contemplated in this Agreement,

and

WHEREAS, the Client has requested that LJC supply the Services and Parts in respect of the Aircraft as set forth in this Agreement,

NOW THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –:
- 1.1.1 “**Agreement**” shall refer to this Aircraft Maintenance Agreement and the Exhibits hereto.
- 1.1.2 “**Agreed Work**” shall mean Work recorded in a Work Order or Work Variation Order, or as otherwise agreed in writing between the Parties from time to time.
- 1.1.3 “**Aircraft**” shall mean any one or more aircraft delivered to LJC by, for or on behalf of the Client, including the one or more aircraft described in **Exhibit A** hereto, including in respect of each such aircraft the airframe, all attached engines and instruments, and all other equipment, apparatus, assemblies, parts, and accessories attached thereto, incorporated therein, or installed thereon from time to time.
- 1.1.4 “**Aircraft Maintenance Manual(s)**” shall mean any manuals and similar or associated documents (duly revised and current) that are ordinarily required for the proper maintenance of the Aircraft, including:
- 1.1.4.1 manufacturer’s maintenance manuals;
- 1.1.4.2 maintenance control manuals (MCM);
- 1.1.4.3 wiring manuals;
- 1.1.4.4 illustrated parts catalogues (IPC)
- 1.1.4.5 minimum equipment lists (MEL)
- 1.1.4.6 structural repair manuals (SRM)
- 1.1.4.7 non-destructive testing (NDT) manuals; and
- 1.1.4.8 completion manual per aircraft serial number.
- 1.1.5 “**Business Day**” will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of South Africa from time to time.
- 1.1.6 “**Day**” shall, when used in lower or upper case, mean any day of the week, including a Saturday, Sunday or public holiday.
- 1.1.7 “**Delivery**” shall mean the act by which the Client (or anybody on behalf of the Client) delivers, or causes to be delivered, the Aircraft to LJC in order to commence with the Work.
- 1.1.8 “**Delivery/Release Confirmation**” shall mean written acknowledgement by LJC of receipt of Delivery of the Aircraft from time to time, and the subsequent Release thereof to the Client, substantially in the form of

Exhibit B, to evidence the Delivery or Release of the Aircraft (as the case may be).

- 1.1.9 “**Designated Representative**” shall mean the Client’s authorized representative identified on page 3 of this Agreement, and any other person identified or indicated by the Client as being its representative, who will be on site at LJC at all material times for the duration of the Services with authority to determine on behalf of the Client all issues concerning the scope of Work to be performed, variations to the Work Order and applicable time frames.
- 1.1.10 “**Defects**” shall mean material defects in the condition or quality of the Aircraft or any part thereof, which affect the safety, serviceability and/or airworthiness of the Aircraft.
- 1.1.11 “**Defects Estimate**” shall mean a list of Defects (excluding Warranty Defects, which shall be listed separately) to be identified during the pre-inspection check referred to in clause 7.4, or at any other time agreed by the Parties up to and including the Release Inspection, such list to be compiled by the Designated Representative and a representative of LJC, substantially in the form of **Exhibit C**.
- 1.1.12 “**Field Services**” shall mean any Work required to be performed away from LJC’s principal place of business recorded on the first page of this Agreement.
- 1.1.13 “**Forex**” shall mean the currency of any country other than South Africa, and shall *inter alia* include USD, Euros, British Pounds, Japanese Yen, Chinese Yuan, Russian Roubles and Australian Dollars.
- 1.1.14 “**Indemnified Parties**” shall mean LJC and its shareholders, directors, employees, contractors and agents, and their successors and assigns.
- 1.1.15 “**Maintenance**” shall mean that Work required to maintain the Aircraft in, or return it to, serviceable and airworthy condition, whether through inspection, Overhaul, Repair, calibration, supply of replacement Parts or otherwise.
- 1.1.16 “**Maintenance Check**” shall mean that work consisting of inspection of the Aircraft, or any Part thereof, to determine whether any Maintenance of the Aircraft, or any part thereof, is required in accordance with the relevant Manuals.
- 1.1.17 “**Manual(s)**” shall mean any relevant Aircraft Maintenance Manuals (including those referred to in clause 5.4 below), or any other manual or document as may be required by LJC in order to perform the Work, which shall be provided by the Client to LJC as contemplated in clause 5 below.
- 1.1.18 “**Materials**” shall mean any consumables and materials (other than pre-manufactured Parts) and other supplies used or consumed in the performance of Services and supply of Parts.

- 1.1.19 “**Modification**” shall mean the work required to modify the Aircraft in a manner requested by the Client, which will bring about any change in the specification of the Aircraft that existed prior to Delivery.
- 1.1.20 “**Necessary Additional Work**” shall mean all reasonably necessary Work, referred to in clause 10 below, performed by LJC in good faith where such Work is not specifically referred to in a Work Order or Work Variation Order, but where such Work was unavoidable and limited to that which is necessary to return the Aircraft to a safe and airworthy condition in accordance with the requirements of any relevant civil aviation authority or the Aircraft manufacturer, and formal written approval is not obtained by virtue of urgency, time of day or other circumstances, but where such Work would in any event have been approved by a reasonable aircraft owner in similar circumstances.
- 1.1.21 “**OEM**” shall mean Original Equipment Manufacturer.
- 1.1.22 “**Overhaul**” shall mean the work required to return any part to "as new" functional condition (insofar as same is reasonably practicable) or to compliance with such limits of tolerance and specification as are contained in the relevant Manuals.
- 1.1.23 “**Parties**” shall mean the Client and LJC and “**Party**” shall mean any one of them as the context may indicate.
- 1.1.24 “**Parts**” shall mean any one or more parts to be supplied by LJC in connection with the Work. LJC shall have the right to supply Parts in new or in Overhauled condition, in its discretion and depending on availability. LJC does not guarantee the availability of any Parts, and will not be liable for any delays in obtaining same.
- 1.1.25 “**Program**” shall mean a service agreement, parts program and/or maintenance contract in place between the Client and the relevant Aircraft manufacturer or parts supplier, in terms of which the Client is entitled to claim benefits such as services, parts, consumables and other materials from time to time.
- 1.1.26 “**Release**” shall mean, subject to the other terms of this Agreement, the act by which LJC returns, or causes to be returned, the Aircraft to the Client after completion (or cancellation, in accordance with this Agreement) of the Work. This definition shall not be construed as obliging LJC to return the Aircraft where it exercises a lien or other right of retention over the Aircraft, or where the Client has failed to make payment of any amount due to LJC in terms of this Agreement. A release shall not imply any representation or warranty that the Aircraft is released in a safe, airworthy or other specific condition, unless specifically and expressly stated by LJC.
- 1.1.27 “**Release Date**” shall mean the date on which LJC notifies the Client that the Aircraft is ready for Release.

- 1.1.28 “**Release Inspection**” shall mean the inspection contemplated in clause 7.6 below.
- 1.1.29 “**Repair**” shall mean the work required to return a specified part of the Aircraft to a serviceable (and, where applicable, airworthy) condition.
- 1.1.30 “**Schedule of Rates**” means the schedule setting out rates applicable to the Work (unless otherwise specifically agreed by the Parties in writing and signed by them, from time to time) and related terms and conditions, initially as annexed hereto as **Exhibit "G"**, but which may be amended and replaced by the Parties from time to time, to adjust *inter alia* for inflation and other commercial factors.
- 1.1.31 “**Scheduled Work**” shall mean the Work to be performed by LJC as recorded in a Scheduled Work Estimate, or as otherwise agreed in writing between the Parties from time to time, relating to Work on the Aircraft that is scheduled, prescribed, mandatory or otherwise of a routine nature.
- 1.1.32 “**Scheduled Work Estimate**” shall mean a list of Scheduled Work to be performed by LJC, such list to be compiled by the Designated Representative and a representative of LJC, substantially in the form of **Exhibit D**, or as otherwise agreed in writing between the Parties from time to time.
- 1.1.33 “**Services**” shall mean any services to be provided by LJC to the Client in terms of or pursuant to this Agreement, including any services forming part of the Agreed Work or Necessary Additional Work, including:
- 1.1.33.1 inspections;
 - 1.1.33.2 Repairs;
 - 1.1.33.3 Maintenance;
 - 1.1.33.4 Maintenance Checks;
 - 1.1.33.5 supply of Materials;
 - 1.1.33.6 supply and fitment of Parts;
 - 1.1.33.7 Modifications;
 - 1.1.33.8 Field Services;
 - 1.1.33.9 sub-contracted services; and
 - 1.1.33.10 services ancillary to those referred to above.
- 1.1.34 “**Signature Date**” shall mean the date of signature of this Agreement by the Party signing it last.
- 1.1.35 “**Taxes**” shall mean any and all sales, use, business, gross income, personal property, transfer, fuel, leasing, value added, excise, gross

receipts, franchise, stamp, income, levies, imposts, withholdings or other fees, taxes or duties of any nature, together with any penalties, fines, charges or interest thereon.

- 1.1.36 “**US Dollars**”, “**Dollars**”, “**USD**” and “**US\$**” shall mean the legal currency of the United States of America.
- 1.1.37 “**Warranty Defects**” shall mean material defects in the condition or quality of any Parts or Services supplied by LJC, which affect the safety, serviceability and/or airworthiness of the Aircraft, and which are subject to the warranty provisions in clause 15 below.
- 1.1.38 “**Warranty Estimate**” shall mean a list of Warranty Defects to be compiled by the Designated Representative and a representative of LJC, upon completion of the Release Inspection or at another time when a Warranty Defect arises or is detected, substantially in the form of **Exhibit E**.
- 1.1.39 “**Work**” shall mean the supply of Parts, Materials and Services, as part of either the Agreed Work and/or Necessary Additional Work;
- 1.1.40 “**Work Order**” shall mean the Work that the Client desires to have performed in respect of the Aircraft as described in a Scheduled Work Estimate, Defects Estimate or Warranty Estimate.
- 1.1.41 “**Work Variation Order**” shall mean an agreed amendment of, or addition to, the scope of Agreed Work agreed to previously by the Parties in terms of a Work Order, subject to the provisions of clause 9 below, including variations as may be recorded in the form set out in **Exhibit F** hereto, and which may include:
- 1.1.41.1 The details of any amendment of, or addition to, the agreed scope of Work;
 - 1.1.41.2 the costs associated with the variation;
 - 1.1.41.3 the adjustment to the expected Completion Date; and
 - 1.1.41.4 any specific conditions associated with the variation.
- 1.1.42 “**ZAR**”, “**R**” and “**Rand**” shall mean the legal currency of the Republic of South Africa.

2. INTERPRETATION

- 2.1 This Agreement, unless the contrary intention is stated or clearly apparent from the context, shall be interpreted as follows:
- 2.1.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
 - 2.1.2 an expression which denotes -
 - 2.1.2.1 any gender includes the other genders;

- 2.1.2.2 a natural person includes a juristic person and vice versa;
 - 2.1.2.3 the singular includes the plural and vice versa;
 - 2.1.3 a reference to -
 - 2.1.3.1 a Party includes a reference to that Party's successors in title and assigns allowed at law;
 - 2.1.3.2 a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses;
 - 2.1.3.3 any law, or to any specified provision of any law, is a reference to such law or provision as amended, substituted or re-enacted from time to time;
- 2.2 if any definitions in clause 1 above or the interpretation provisions in this clause 2 contain or purport to contain a right, obligation or restriction, then such right, obligation or restriction (as the case may be) shall be binding on the Parties notwithstanding that it is contained in the definitions and interpretation clauses;
- 2.3 the rights of each of the Parties under this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights under common law;
- 2.4 reference herein to schedules, annexures and exhibits are to be construed as references to the schedules, annexures and exhibits of this Agreement;
- 2.5 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first day on which the event triggering the calculation of the time period arises and including the last day of calculation of the relevant period or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 2.6 If the due date for performance of any obligation in terms of this Agreement is a day which is not a Business Day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the next succeeding Business Day;
- 2.7 this Agreement shall not be interpreted against the Party responsible for drafting it (i.e. the *contra proferentem* rule shall not be applied in the interpretation of this Agreement);
- 2.8 the words "**herein**", "**hereof**" or "**hereunder**" and like terms shall refer to this Agreement, as the same may be amended or supplemented from time to time;
- 2.9 the words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the word "**including**" shall not be construed as limiting the meaning of the words preceding it to the one or more phrases, words or examples following it, and the meaning of general words will not be restricted by the use of more specific words (i.e. the *eiusdem generis* rule shall not be applied in the interpretation of this Agreement);

- 2.10 no provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement;
- 2.11 any reference in this Agreement to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time; and
- 2.12 in the event of any conflict between the provisions contained in the main body of this Agreement and the contents of any appendix, annexure, schedule or Exhibit hereto, then the contents of the main body of this Agreement shall prevail.

3. APPOINTMENT OF LJC BY THE CLIENT

- 3.1 The Client hereby appoints LJC to perform the Work, for such consideration as may be agreed in writing (including a Work Order or Work Variation Order), or if not specifically agreed then as set out in the Schedule of Rates.
- 3.2 Where LJC performs any Necessary Additional Work, the provisions of clause 10 below shall apply.

4. AUTHORIZED REPRESENTATIVES

- 4.1 The Client shall ensure and hereby warrants that a Designated Representative shall be available at all times during the course of any Work, from the time that the Work is requested (in respect of Agreed Work) or due to be performed (in respect of Necessary Additional Work), until the time that the Aircraft is Released.
- 4.2 The person signing this Agreement on behalf of the Client shall be the first Designated Representative, and any subsequent or additional Designated Representatives shall be nominated in writing. Notwithstanding the aforesaid, the Client shall be bound by the actions of any person which the Client (or its Designated Representative) holds out or represents as being authorised to deal with LJC in connection with the Aircraft, which shall include the pilot, contract pilot or operator of the Aircraft.
- 4.3 A Designated Representative shall upon reasonable notice to LJC have the right, during the inspection phase of any Agreed Work, to have access to the Aircraft for purposes of satisfying itself as to the progress of the Agreed Work and the condition of the Aircraft.
- 4.4 The Designated Representative shall be duly authorized to bind the Client in all respects in connection with this Agreement, including the following matters;
- 4.4.1 Agreement on and amendments to any Work Order;
- 4.4.2 The execution of any Work Variation Order;
- 4.4.3 Consent in respect of any Necessary Additional Work; and

4.4.4 Execution of any Defects List, Delivery Receipt, Release Receipt or other document contemplated in this Agreement.

4.5 LJC may upon prior written request by the Client provide office facilities for the Designated Representative and the use of telephone, photocopy and telefax facilities. The cost of providing such facilities shall be paid by the Client at rates determined by LJC from time to time.

5. CUSTOMER FURNISHED DATA / MANUALS

5.1 The Client shall make available to LJC, at the designated facility or such other place as LJC may direct, all required Manuals and other Aircraft documents referred to in 5.4 below, and ensure their correspondence with the actual status of the aircraft. The Client warrants that all such Manuals and other documents are up to date and accurate. Such Manuals and other documents shall be returned to the Client on the Release date.

5.2 The Client shall inform LJC, in writing, about any known defects, faults or damage to the Aircraft prior to Delivery. The failure to do so shall not imply the absence of any defects, faults or damage at the time of Delivery.

5.3 The Client shall, at its cost, subscribe to the airframe and engine manufacturer's maintenance manuals and provide LJC with full access thereto and to any Program in place in respect of the Aircraft.

5.4 The Client shall supply LJC with the following Manuals and documents in relation to the Aircraft, prior to any Work commencing on the Aircraft:

5.4.1 revised and current Aircraft Maintenance Manuals;

5.4.2 aircraft maintenance schedules (AMS), by serial number;

5.4.3 airworthiness directives (AD's) and service bulletins (SB's);

5.4.4 records of all modifications; and

5.4.5 any other documentation as requested by LJC in writing from time to time.

5.5 LJC will transfer data regarding any maintenance check performed by it into applicable logbooks, as specified by the Client. The cost for this service will be billed to the Client on an hourly basis as set out in the Schedule of Rates.

5.6 LJC shall not be responsible for reconstructing prior records or incorporating historic records into logbooks or any other form of record keeping.

5.7 LJC shall not be liable or responsible for any omission to check for any specifications, regulations or other requirements of any aviation authority, regulator or similar body outside the Republic of South Africa in respect of which the Aircraft may be registered, or where the Aircraft is operated.

6. STANDARD OF WORK AND SERVICES

- 6.1 LJC shall perform all Work in terms of this Agreement in accordance with accepted aviation industry practices and the rules of the South African Aviation Authority, where applicable. LJC shall be entitled to sub-contract certain aspects of the Work, provided that LJC shall use all reasonable endeavours to ensure that sub-contractors do not unduly delay the Work, and supply their goods and services in accordance with the standards, specifications and requirements referred to in this Agreement.
- 6.2 Work shall furthermore be performed in accordance with the relevant Manuals, provided that the Client has provided such Manuals to LJC, and that such Manuals represent the latest published standards and specifications for the relevant Aircraft.
- 6.3 The Client shall be responsible to ensure that the Aircraft is delivered to LJC timeously in order for the relevant Work or (where applicable) Aircraft maintenance schedule to be complied with.
- 6.4 The Client shall provide LJC with any applicable Program documentation relevant to the Aircraft.
- 6.5 LJC shall endeavour to assist the Client in claiming benefits under any Program in place in respect of the Aircraft, but shall bear no obligation to ensure that the Client receives such benefits, or that the relevant Programs are enforced, valid or up to date. It is recorded that the relationship between the Client and the manufacturer or supplier in terms of the Program is not the responsibility of LJC, and the Client shall at all times be responsible to ensure that the relevant manufacturer or supplier (as the case may be) performs in accordance with the Program so that LJC's Work program is not delayed or interrupted.

7. DELIVERY, INSPECTION, AGREED WORK AND RELEASE

- 7.1 Delivery and Release of the Aircraft shall be effected at LJC, Lanseria International Airport, South Africa (the "**designated facility**"), unless otherwise agreed between the Parties in writing. Where ferry is required, the Client shall be responsible for the ferry flight, or transfer by other means if necessary, of the Aircraft to and from the designated facility (the "ferry"). Subject to reasonable and timely notice by the Client, LJC may assist with the ferry of the Aircraft at the Client's sole risk and cost (including the cost of all commercial flight tickets, insurance, accommodation, transport and related costs, and payment for any crew and technical staff that may be required for such ferry). LJC may require the Client to pay an advance deposit in respect of anticipated costs, expenses and charges related to the ferry of the Aircraft to the designated facility.
- 7.2 Where any Agreed Work is agreed to, the Client shall make every attempt to deliver the Aircraft to LJC with minimum fuel aboard, unless specifically requested by LJC. Fuel on board at time of Delivery may be removed and disposed of by LJC without compensation to the Client. The Client shall be responsible for de-fuelling and/or refuelling arrangements and associated costs upon Delivery or Release (as the case may be).

- 7.3 Delivery of the Aircraft to LJC at the designated facility for purposes of Agreed Work shall be recorded in accordance with Exhibit B ("**Delivery Receipt**"). Signature of the Delivery Receipt shall confirm LJC's possession of the Aircraft, but shall not imply or constitute any transfer of risk or liability in connection with the Aircraft.
- 7.4 Upon Delivery of the Aircraft the Parties shall perform an inspection of the Aircraft ("**pre-inspection check**"), to record the apparent condition of the Aircraft. The fact that the pre-inspection check does not record any specific defect, fault or damage does not constitute evidence that such defect, fault or damage did not exist at the time of Delivery, and no presumption may be made in this regard.
- 7.5 Work which the Parties agree shall be performed by LJC (**Agreed Work**) shall be set out on a Work Order, and approved in writing by both Parties. A job card or job estimate, even if not strictly in the form used in **Exhibits C, D or E** shall, if agreed to in writing by both Parties, be deemed to be a valid Work Order for purposes of this Agreement, and the Work referred to therein shall be deemed to be Agreed Work.
- 7.6 Upon completion of the Agreed Work the Parties shall perform an inspection of the Aircraft ("**Release Inspection**"), to record the apparent condition of the Aircraft and confirm the satisfactory completion of the Work.
- 7.7 Any Defects, damage or other faults discovered during the Release Inspection shall be recorded in the Defects Estimate. Defects for which LJC is liable (Agreed Work incorrectly supplied) shall be recorded in the Warranty Estimate indicating those items that are for LJC's cost in terms of clause 15, and all other faults, defects, damage shall be for the Client's account. If Defects, damage or other faults are discovered during the Release Inspection, then clause 11 below shall apply.
- 7.8 If no Defects, damage or other faults are discovered during the Release Inspection, then the Aircraft shall be made available for Release to the Client, subject to payment of all amounts owed by the Client to LJC (of any nature or cause whatsoever), or full and adequate security for such payment being furnished to the satisfaction of LJC. LJC shall only be obliged to sign a Release Receipt once the Client has made payment in full for all amounts owed to LJC in terms of this Agreement or from any other cause whatsoever (including, without limitation, any amounts due in respect of a hangarage or storage agreement between the Client and LJC).
- 7.9 Prior to Release the Parties may arrange test flights or acceptance flights, subject to clause 8 below.
- 7.10 Release of the Aircraft by LJC to the Client shall be recorded in accordance with **Exhibit B ("Release Receipt")**. LJC shall be entitled to retain and at any time reclaim possession of the Aircraft, until it has signed the Release Receipt. Signature of the Release Receipt shall not release the Client from any obligations which it may owe to LJC, nor shall it prejudice or diminish any of LJC's rights against the Client.
- 7.11 Save for liability specifically and expressly accepted by LJC elsewhere in this Agreement, the Aircraft shall be ferried, Delivered, tested and Released at the sole

risk of the Client, and LJC shall under no circumstances whatsoever be liable for any damage, loss, injury or death that occurs in connection with any ferry, Delivery, test or Release of the Aircraft. The Client indemnifies LJC and holds it harmless from any claims, costs, expenses and losses arising from the ferry, Delivery, test and Release of the Aircraft.

8. TEST AND ACCEPTANCE FLIGHTS

- 8.1 The Client may request, where necessary and appropriate, a test flight to be performed in accordance with the Aircraft manufacturer's requirements (a "**test flight**"). LJC shall not be obliged to arrange or conduct a test flight, and under no circumstances shall LJC bear any liability or responsibility in regard to a test flight. Any assistance or facilitation by LJC in connection with a test flight shall not constitute or imply any liability, responsibility or other obligation on the part of LJC, and the Client shall pay LJC on demand for any labour, parts or materials used and other costs, expenses, losses or damages incurred, in connection with any test flight. The Client shall ensure that the Aircraft will at all times be properly insured and under the control of a qualified test flight crew, and that the manufacturer's requirements in respect of the test flight are adhered to.
- 8.2 Upon completion of any major Agreed Work pursuant to this Agreement, the Client may request a flight to be performed in order to assess its airworthiness and fitness for release to service (an "**acceptance flight**"). LJC shall not be obliged to arrange or conduct an acceptance flight, and under no circumstances shall LJC bear any liability or responsibility in regard to an acceptance flight. Any assistance or facilitation by LJC in connection with an acceptance flight shall not constitute or imply any liability, responsibility or other obligation on the part of LJC, save as otherwise set out in this Agreement. Any other costs, expenses, losses or damages incurred in connection with any acceptance flight shall be paid by the Client to LJC on demand. The Client shall ensure that the Aircraft will at all times be properly insured and under the control of a qualified flight crew.
- 8.3 In the event that during a test flight or acceptance flight it is established by the Parties that the Aircraft does not conform to airworthiness standards or the Aircraft manufacturer's specifications and requirements, the Aircraft shall be returned to the designated facility for a further Release Inspection and clauses 7.6 to 7.11 and 8 of this Agreement shall apply again, *mutatis mutandis*.
- 8.4 Fuel for all test and acceptance flights shall be for the cost of the Client. Transfer of physical possession and control of the Aircraft for purposes of any test or acceptance flight shall not constitute the Release of the Aircraft.

9. WORK VARIATION ORDERS

- 9.1 Changes or additions to any Work Orders shall be in writing, and shall set forth in detail the particular changes to be made and their effect, if any, on existing Work, the price, payment schedule and anticipated date of Release of the Aircraft.
- 9.2 Changes or additions may be made by means of signed Work Variation Orders, or by cancelling and substituting one Work Order for a new Work Order, provided that

the substitute Work Order shall be deemed to replace the original Work order with effect from the Delivery Date, unless otherwise agreed between the Parties.

- 9.3 An amended job card or amended job estimate, even if not strictly in the form used in **Exhibit F** shall, if agreed to in writing by both Parties, be deemed to be a valid Work Variation Order for purposes of this Agreement, and the Work referred to therein shall be deemed to be Agreed Work

10. NECESSARY ADDITIONAL WORK / EMERGENCY OR URGENT WORK

- 10.1 Should LJC become aware of any Necessary Additional Work during the course of performing any other Work or otherwise, then LJC shall be entitled (but not obliged) to perform such Additional Necessary Work, subject to the other terms and conditions contained in this Agreement. Without limiting the generality of the foregoing, LJC shall not be obliged to proceed with any Necessary Additional Work before payment arrangements for such Work have been made to the satisfaction of LJC.
- 10.2 Necessary Additional Work shall not include the supply of Parts, Materials or Services that are not necessary in order for the Aircraft to be in an airworthy and safe operating condition, or to non-mandatory Modifications, additional useful (but not necessary) Repairs and luxurious improvements, unless agreed to writing by the Parties.
- 10.3 LJC shall communicate the details of any Necessary Additional Work to the Client in writing as soon as reasonably possible and shall use all reasonable endeavours to obtain consent prior to commencement with such Necessary Additional Work. In the event that no specific price or other terms are agreed to in respect of Necessary Additional Work, then the provisions of clauses 12, 13 and 14 of this Agreement and the Schedule of Rates shall be applied, *mutatis mutandis*, and where such provisions cannot be applied then LJC's standard prices, terms and conditions as applicable to its regular customers, shall apply.

11. DEFECTS, FAULTS AND DELAYS

- 11.1 Once (where applicable) a Defects Estimate and/or Warranty Estimate has been compiled in terms of clause 7.7 of this Agreement LJC shall commence without undue delay to correct the Warranty Defects for which it is responsible as identified in the Warranty Estimate. All other faults, defects and damage noted in the Defects Estimate shall only be attended to once the Client has complied with its deposit and payment obligations applicable to such Defects Estimate.
- 11.2 LJC shall not be obliged to commence with Work identified during an inspection which is not defined in a signed Defects Estimate or Warranty Estimate. If the Parties cannot reach agreement on the terms of any such Work, within 14 days from the date of the inspection in which the requirement for such Work was identified, then such Work shall be deemed to have been excluded from this Agreement by the Parties and LJC shall proceed with the correction of such Warranty Defects it is responsible for in terms of clause 15.

- 11.3 Once the Warranty Defects and other Defects (as agreed, if any) have been corrected and/or completed (as the case may be), LJC shall notify the Client and clauses 7.6 to 7.11 and (where required) 8 of this Agreement shall apply again *mutatis mutandis*.
- 11.4 Without limiting any other waiver, indemnity or *force majeure* provision in this Agreement, the Parties shall be exonerated from, and shall not be liable for, any delay in performance under this Agreement due to causes beyond their reasonable control and not occasioned by their fault or negligence. Such causes shall include, but shall not be limited to, delay in the procurement of Parts, components or other Materials (including delay from freight forwarders and customs), unavailability of specialised personnel, delay due to events resulting from Necessary Additional Work, Work on subsequently discovered Defects, variations or changes to maintenance requirements of Aircraft manufacturers, or changes to any standards, laws, directives or regulations in the aviation environment.
- 11.5 The Client shall use its best efforts to avoid causing any work stoppage or delays by failing to provide LJC with the latest applicable Manuals, technical data, Aircraft documentation, authorizations, consents, approvals or other requirements, or by failing to make any payment promptly when due. The Client shall also ensure that the relevant supplier in terms of any Program supplies all the necessary information, assistance, materials and parts required in order for LJC to perform the Work. Where the Client causes delays or allows any delays to be caused, LJC shall (in addition to any other rights and remedies referred to in this Agreement or otherwise available to LJC in law) be entitled to suspend Work and charge the Client hangarage fees at the highest rate of fees then charged by LJC to its hangarage clients, calculated and payable as a daily rate.

12. PRICE

- 12.1 The consideration payable to LJC for the Agreed Work shall be as specified in the applicable Work Order or Work Variation Order, and where not specified then determined in accordance with the Schedule of Rates.
- 12.2 In the event that no price is specified in a Work Order, Work Variation Order or the Schedule of Rates, then the Parties agree that LJC's standard or customary prices and charges for the relevant Parts, Materials and Services shall apply.
- 12.3 All charges and prices expressed are exclusive of Taxes. LJC shall be entitled to charge and recover from the Client all Taxes due in connection with the supply of Work in terms of this Agreement.
- 12.4 Prices set out in the Exhibits hereto shall escalate (in respect of labour costs) on the 1st of March every year and (in respect of any other amounts) on each annual anniversary of this Agreement, at such escalation rate(s) as may be agreed to between the Parties in writing, and failing such agreement then at a percentage equal to the percentage increase in the Consumer Price Index measured over the twelve-month period ending on the applicable escalation date.

13. TERMS OF PAYMENT

- 13.1 The Work Order, Work Variation Order and/or Schedule of Rates shall specify the amount and timing as to payments for the Work. In the event that the timing of payment is not specified, then such payment shall be due as follows:
- 13.1.1 a deposit in advance of the commencement of Work equal to the sum of—
 - 13.1.1.1 100% of the gross cost of procuring the supply of any Parts and Materials from third party suppliers;
 - 13.1.1.2 100% of any applicable or estimated Taxes, freight and insurance costs to be incurred in respect of the Work;
 - 13.1.1.3 100% of any deposit required by sub-contractors for any sub-contracted aspects of the Work; and
 - 13.1.1.4 75% of the remainder of the full invoice value of the Work,
and
 - 13.1.2 the balance immediately upon invoice, and before Release. LJC shall be entitled to invoice upon completion of the Work, or on an interim basis upon completion of any part of the Work from time to time, in its sole discretion.
- 13.2 Subject to clause 10 above:
- 13.2.1 upon assessment of Work to be done, a quote or estimate may be given to the Client by LJC; and
 - 13.2.2 upon acceptance of the estimate or quote relating to Agreed Work, a Work Order (or, where applicable a Work Variation Order) shall be drawn up and agreed to in writing by both Parties.
- 13.3 LJC shall not incur any obligations of any nature whatsoever under this Agreement in respect of any Work, unless:
- 13.3.1 Work Order or Work Variation Order is agreed to in writing by the Parties relating to such Work; and
 - 13.3.2 the deposit referred to in 13.1 above is paid.
- 13.4 Upon acceptance by the Client of the Work Order (or, where applicable a Work Variation Order), the agreed deposit (or if not agreed then the deposit in 13.1.1 above) for the Work will be payable in advance of commencement of any Work.
- 13.5 Payment for all work shall (unless otherwise agreed by LJC in writing) be made in full, upon receipt by the Client of LJC's invoice.
- 13.6 LJC shall be entitled to include in any invoice a provision for outstanding expenses, disbursements and sub-contract work, to be reconciled by LJC once finally due and

ascertainable, provided that such provisional amounts shall be paid by the Client pending finalisation of the relevant reconciliation.

- 13.7 All payments (unless otherwise specified in the relevant Work Order) shall be made in ZAR to:

Bank : First National Bank

Account Holder : Lanseria Jet Centre (Pty) Ltd

Account No : 6221 7650 226

Branch Code: : 251655

SWIFT code : FIRZAJJ

- 13.8 All payments by the Client under or in connection with this Agreement will be made free and clear of any deduction of any Taxes or other amounts, which are for the sole account of the Client. The Client shall not have the right to set off any other amounts or claims against the payments due to LJC in terms of this Agreement.
- 13.9 LJC shall have the right to charge daily interest at the then prevailing prime interest rate of First National Bank, plus 2 percentage points, on all invoices not settled by the Client according to the terms of payment as stipulated in this Agreement.
- 13.10 The Client shall bear all currency risk in respect of the amounts due under this Agreement to LJC, and accordingly in the event that any prices are quoted or stipulated by LJC in ZAR, where the prices of any aspects of the relevant Work are based on prices payable by LJC to third parties in Forex, then LJC shall be entitled to adjust the quoted or stipulated ZAR prices upwards in order to adjust for any net increase in the value of the Forex as against the ZAR between the date of signature of the relevant Work Order and the date of payment, and shall be entitled to issue a new invoice reflecting such adjustment. Where LJC quotes any amounts denominated in Forex, then the Client shall always be liable for the Forex amount actually quoted by LJC, irrespective of whether invoices may have been rendered in ZAR or other Forex (for any reason whatsoever), and LJC shall be entitled to render supplementary or replacement invoices to accommodate the full recovery of such Forex amounts.
- 13.11 The Client hereby consents to and agrees that LJC may conduct credit checks and obtain information from financiers, credit bureaus and similar institutions relating to the credit records and other financial information of the Client.
- 13.12 LJC shall be entitled to allocate any payments made by, on behalf of, or at the instance of, the Client to any debt or cause of any nature whatsoever identified by LJC in its sole discretion, irrespective of the Client's designation or allocation thereof, and irrespective of whether such debt or cause arises from this Agreement, any other agreement between LJC and the Client, or any other source whatsoever.
- 13.13 LJC shall be entitled to cede any claims against the Client relating to subcontracted work to the applicable subcontractor, without prior notice to or consent from the Client.

14. TAXES, COSTS, EXPENSES AND RELATED FEES/CHARGES

- 14.1 LJC shall be entitled to charge and recover from the Client any Taxes in connection with Work supplied. In addition, the Client shall pay LJC the amount required to pay any freight, insurance, transportation and other costs (as are not covered by other parties) which are incurred in connection with supplying Work in respect of any Aircraft.
- 14.2 All foreign registered aircraft are required by South African customs (SARS) to be temporarily imported if such aircraft will remain in country for longer than 7 working days. In the event that LJC renders assistance with regard to such temporary import then LJC shall be entitled to charge the Client a handling and finance fee, as set out in the Schedule of Rates. The Client undertakes to do all things and provide all necessary documentation as requested by customs or LJC, in order for LJC to assist the Client with the relevant customs rules and regulations. LJC shall at no stage be liable for any payments on account of customs or Taxes on the import or deemed import of Aircraft or Parts, and the Client indemnifies LJC and holds LJC harmless in respect of any such liability. In the event of any dispute between the Client and SARS where the attachment, impoundment or similar measure is threatened by SARS against the Aircraft, then LJC shall (without prejudice to its other rights and remedies) be entitled to immediately terminate all Work on written notice to the Client and render a final invoice for all Work supplied up until the date of such termination notice.

15. WARRANTY

- 15.1 *LJC WARRANTS THAT ALL LABOUR SUPPLIED BY LJC UNDER THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE RELEVANT MANUFACTURER'S TECHNICAL DOCUMENTS, FREE OF ANY MATERIAL DEFECT, FAILURE OR ERROR. THE CLIENT SHALL BEAR THE ONUS TO PROVE THE EXISTENCE AND CAUSE OF ANY ALLEGED MATERIAL DEFECT, FAILURE OR ERROR. THE WARRANTY REFERRED TO IN THIS CLAUSE 15 SHALL ONLY APPLY WHERE THE RELEVANT MATERIAL DEFECT, FAILURE OR ERROR ARISES SOLELY FROM A NEGLIGENT ACT OR OMISSION ON THE PART OF LJC. LJC'S LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE EXPRESS PROVISIONS OF THIS CLAUSE 15, AND ALL OTHER WARRANTIES (IMPLIED, TACIT OR OTHERWISE) OF ANY NATURE WHATSOEVER ARE HEREBY EXPRESSLY EXCLUDED. FOR AVOIDANCE OF DOUBT LJC DOES NOT WARRANT THAT PARTS OR MATERIALS ARE FREE OF DEFECTS, PROVIDED THAT LJC SHALL PASS ON TO THE CLIENT THE BENEFIT OF ANY WARRANTY CLAIMS HONoured BY ITS OWN SUPPLIERS AS AND WHEN SUCH BENEFIT IS ACTUALLY RECEIVED BY LJC.*
- 15.2 *LJC'S LIABILITY IN TERMS OF THIS WARRANTY SHALL BE EXPRESSLY LIMITED TO CORRECTIONS FREE OF CHARGE OF DEFECTS IN LABOUR SUPPLIED, AND HAVING BECOME APPARENT WITHIN THE WARRANTY PERIOD AS DEFINED IN CLAUSE 15.3 BELOW, AND SUBJECT TO PAYMENT OF OTHER AMOUNTS REFERRED TO IN CLAUSE 15.5. ANY OTHER LIABILITY SHALL BE DETERMINED WITH REFERENCE TO CLAUSE 17 BELOW.*

- 15.3 The warranty period shall start upon completion of the relevant Work and shall continue for a period of three (3) months, or one hundred 100 flight hours, whichever period is shorter (“**the warranty period**”).
- 15.4 In order to preserve the Client’s warranty rights, warranty claims shall be brought to LJC’s attention in writing as soon as possible after detection of the defect in question, and in no circumstances later than 5 Business Days. The Client’s rights to any claims under this warranty shall permanently expire if notice of the relevant defect is not given to LJC before the expiry of 7 days from the end of the warranty period. Upon receipt of a claim by LJC, the Client shall ferry the Aircraft to the designated facility for inspection by LJC at the expense of the Client. LJC and the Client shall thereafter endeavour to mutually agree on appropriate steps to correct the defects.
- 15.5 Defects which LJC is liable to correct under this clause 15 shall be noted in a Warranty Estimate, together with such other costed items that LJC is not liable for but are reasonably necessary to incur in order to perform the warranty work. The aforementioned costed items shall be paid for by the Client prior to the commencement of Work referred to in the Warranty Estimate, and include:
- 15.5.1 Parts, Materials, Taxes, freight, insurance and other amounts incurred in connection with removing, repairing or replacing any Part supplied under a Program, or by (or on behalf of) the Client, or the manufacturer of Client's Aircraft; and
- 15.5.2 Parts, Materials, Taxes, freight, insurance and other amounts incurred in removing, repairing, replacing or maintaining any other part of the Aircraft that becomes damaged or unserviceable as a result of defective Parts supplied under a Program, or by (or on behalf of) the Client, or the manufacturer of Client's Aircraft.
- 15.6 Warranty claims shall be excluded for parts, equipment and/or modification kits made available to LJC by the Client itself or by third party suppliers, but shall include LJC’s workmanship.
- 15.7 Warranty claims shall further be excluded when the Aircraft has not been operated, maintained and/or flown in accordance with:
- 15.7.1 The regulations of the appropriate air authority;
- 15.7.2 The Aircraft Manuals and manufacturer’s restrictions, guidelines and specifications in respect of the Aircraft; and
- 15.7.3 The relevant operating procedures, flight handbook and latest revisions from thereof issued by the Aircraft manufacturer.
- 15.8 The Client shall bear the onus of proving that that the defect in question is entirely unrelated to any of these circumstances, and access to the appropriate documentation shall be granted to LJC to verify any allegations made by the Client.

- 15.9 If corrections of defects having become apparent are not feasible or not economical, LJC's warranty shall be limited to the market value of the item in question. It is understood that both Parties agree to use their best efforts to solve such problems by mutual Agreement.
- 15.10 The Client shall have an obligation to limit and mitigate the extent of any defect, and shall not further operate the Aircraft further once the defect becomes known, unless it is safe to do so and the defect will not become worse with further operation of the Aircraft.
- 15.11 If upon inspection, investigation or during execution of Work it becomes apparent that any Work referred to in a Warranty Estimate, initially stated as being for LJC's account, relates to defects, damage or other adverse consequences caused, contributed to or exacerbated by any act or omission of a person other than LJC or an event outside of LJC's control, then LJC may amend the Warranty Estimate to provide for the payment by the Client of costs, charges and other amounts associated with such Work, in accordance with the principles referred to in clauses 15.1 to 15.10 above.

16. INSURANCE

- 16.1 The Client shall insure the Aircraft, and warrants that it will remain insured, at all times during the term of this Agreement and any renewal and extension hereof, and at all times whilst the Aircraft is at the designated facility. The Aircraft shall be comprehensively insured under a hull and all risks policy (including flight and ground risks, and public liability), including loss, theft, damage, fire, explosion and destruction.
- 16.2 The Client shall provide LJC with proof of insurance in terms of this clause 16 upon request.
- 16.3 In the policy or policies concerned the Client shall note the interests of LJC at LJC's request, and LJC shall be entitled to notify the Client's insurers of LJC's security interests in the Aircraft arising from the Work supplied by LJC in terms of this Agreement. The Client hereby cedes to LJC the rights to the proceeds of any insurance over the Aircraft as security for the due payment by the Client of all amounts owed to LJC in terms of this Agreement.

17. LIABILITY AND INDEMNITY

- 17.1 *LJC HEREBY HOLDS HARMLESS AND INDEMNIFIES THE CLIENT AND SHALL HAVE NO CLAIM AGAINST IT (SUBJECT AS HEREINAFTER PROVIDED) AGAINST ANY LEGAL LIABILITY FOR CLAIMS OR SUITS, INCLUDING COSTS AND EXPENSES INCIDENTAL THERETO, IN RESPECT OF:*
- 17.1.1 *INJURY TO OR DEATH OF ANY EMPLOYEES OF LJC, ITS SERVANTS, AGENTS OR SUBCONTRACTORS; AND*
- 17.1.2 *DAMAGE TO OR LOSS OF PROPERTY OWNED OR OPERATED BY, OR ON BEHALF OF, LJC AND ANY CONSEQUENTIAL LOSS OR DAMAGE;*

ARISING FROM AN ACT OR OMISSION OF THE CLIENT IN THE PERFORMANCE OF THIS AGREEMENT; PROVIDED THAT SUCH ACT OR OMISSION WAS NOT DONE WITH INTENT TO CAUSE DAMAGE, DEATH, DELAY, INJURY OR LOSS, OR RECKLESSLY, OR WITH KNOWLEDGE THAT DAMAGE, DEATH, DELAY, INJURY OR LOSS WOULD PROBABLY RESULT. THE INDEMNITY IN THIS CLAUSE 17.1 SHALL NOT APPLY TO ANY FAILURE ON THE PART OF THE CLIENT TO PAY AMOUNTS UNDER THIS AGREEMENT WHEN DUE, OR THE CONSEQUENCES OF THE FAILURE TO DO SO.

- 17.2 LJC HEREBY WAIVES, AND SHALL HAVE NO CLAIM WHATSOEVER AGAINST THE CLIENT OF ANY NATURE WHATSOEVER, FOR PUNITIVE OR EXEMPLARY DAMAGES OR ANY OTHER CONSEQUENTIAL LOSS OF ANY NATURE WHATSOEVER, IRRESPECTIVE OF THE DEGREE OF NEGLIGENCE OR MISCONDUCT ON THE PART OF THE CLIENT.
- 17.3 THE CLIENT HEREBY HOLDS HARMLESS AND INDEMNIFIES THE INDEMNIFIED PARTIES IN RESPECT OF ANY DEMANDS, CLAIMS OR PROCEEDINGS OF ANY NATURE WHATSOEVER BROUGHT OR INSTITUTED BY THIRD PARTIES IN RESPECT OF ANY LOSSES, DAMAGES, EXPENSES, COSTS OR LIABILITIES SUFFERED BY SUCH THIRD PARTIES IN CONNECTION WITH ANY DEATH, INJURY, DELAY, DAMAGE, DESTRUCTION, LOSS OR OTHER EVENT CONNECTED WITH THE AIRCRAFT, OR ANY DEFECT THEREIN, OR ANY WORK PERFORMED IN TERMS OF THIS AGREEMENT, OR ANY DELAYS IN COMPLETING THE WORK, OR ANY FAILURE BY LJC TO DETECT OR PREVENT ANY DEFECT, FAULT OR DAMAGE TO THE AIRCRAFT, AND WHETHER OR NOT ANY OF THE AFORESAID ARE DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF ANY OF THE INDEMNIFIED PARTIES; PROVIDED THAT SUCH INDEMNITY SHALL NOT APPLY WHERE SUCH LOSS, DAMAGE, EXPENSE, COST OR LIABILITY ARISES OUT OF THE WILFULLY RECKLESS OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF LJC.
- 17.4 THE CLIENT HEREBY WAIVES AND ABANDONS ANY CLAIMS AGAINST THE INDEMNIFIED PARTIES OF ANY WHATSOEVER NATURE AND HOWEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE BY LJC OF ANY OF ITS OBLIGATIONS AND THE SUPPLY OF ANY WORK IN TERMS OF THIS AGREEMENT, PROVIDED THAT SUCH WAIVER AND ABANDONMENT SHALL NOT APPLY TO CASES OF PROVEN RECKLESSNESS, GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY LJC.
- 17.5 NOTWITHSTANDING THE PROVISOS IN 17.3 AND 17.4 OF THIS CLAUSE 17, THE CLIENT HEREBY WAIVES, AND SHALL HAVE NO CLAIM WHATSOEVER AGAINST LJC OF ANY NATURE WHATSOEVER, FOR PUNITIVE OR EXEMPLARY DAMAGES, LOSS OF USE, PROFIT, PRODUCTION OR REVENUE, OR BUSINESS INTERRUPTION, OR ANY OTHER CONSEQUENTIAL LOSS OF ANY NATURE WHATSOEVER, IRRESPECTIVE OF THE DEGREE OF NEGLIGENCE OR MISCONDUCT ON THE PART OF THE INDEMNIFIED PARTIES.

18. NOTICE AND REQUESTS

18.1 All notices and correspondence in connection with this Agreement shall be given in writing and may be given by e-mail, telefax, or any other customary means of communication addressed as follows:

18.1.1 LJC:

Attn. : W Nothnagel
e-mail: wernern@jetcentre.co.za
Tel. : +27 11 659 2150
Fax. : +27 11 659 2151
Postal Address : P.O.Box 458
Lanseria
1748

18.1.2 The Client:

Attn.: XXXXXXXXX
E-mail: XXXXXXXXXXXXXXXX
Tel.: XXXXXXXXXXXXXXXXXXXX
Fax: XXXXXXXXXXXXXXXXXXXX
Postal Address: XXXXXXXXXXXXX,
XXXXXXXXXXXX,
XXXXXX,
XXXXXXXXXX

The effective date of any notice or request given in connection with this Agreement shall be the date on which it is received by the addressee, provided that:

18.2 a fax and e-mail shall be deemed to have been received on the date of dispatch; and

18.3 a letter sent by registered mail shall be deemed to have been received 7 days after dispatch,

unless non-delivery of either is proved by the other Party, provided that any notices or correspondence actually received by a Party shall be deemed to have been properly delivered in accordance with this clause 18.

18.4 The parties choose as their respective *domicilia citandi et executandi* for purposes of court and other formal legal proceedings the physical addresses referred to on page 4 of this Agreement.

19. FORCE MAJEURE

Neither Party hereto shall be liable for delays affecting their performance (other than payments due) under this Agreement, for reasons which are beyond their reasonable control, including Acts of God, natural disaster, fire, flood, plagues, earthquake, epidemics, wars, riots, strikes, serious accidents, government regulation effecting the execution of the this Agreement. The Party affected by the force majeure event shall immediately inform the other Party of the event and take

immediate steps reasonably within their power to cure any delay caused by such event. In the event the Party affected by such force majeure cannot cure the delay in its performance within ten (10) days of the written notice to the other Party, either Party hereto shall have the right to terminate this Agreement on 30 days notice, provided that such termination shall not affect any of LJC's rights that accrued prior to termination (including but not limited to any claim for payment under this Agreement and the right to exercise a *lien*, retention and/or other security rights over the Aircraft).

20. APPLICABLE LAW

This Agreement shall in all respects be construed, interpreted and governed in accordance with the law of South Africa. The Parties hereby irrevocably agree and submit to the jurisdiction of the North Gauteng division of the High Court of South Africa in respect of any dispute or matter not dealt with in arbitration in terms of clause 21 below.

21. ARBITRATION

21.1 Should any dispute arise between the Parties in regard to:

21.1.1 the interpretation of;

21.1.2 the carrying into effect of; or

21.1.3 the Parties respective rights and obligations in terms hereof; or

21.1.4 the rectification of; or

21.1.5 the termination or arising out of the termination of; or

21.1.6 any question as to whether a valid and binding agreement was concluded between the Parties or whether such agreement is of legal force or effect; or

21.1.7 any other matter whatsoever emanating from or in connection with this Agreement,

then -

21.2 that dispute shall be submitted to and finally settled by arbitration. In the event of either a Party disputing that a valid or binding agreement has been concluded, or disputing that the Agreement is of full force and effect, the Parties nevertheless agree to submit such dispute to arbitration as provided herein and in that regard this arbitration clause shall be deemed to be severable from the remainder of this Agreement.

21.3 Any Party to this Agreement may demand that a dispute be settled in terms of this clause by giving written notice to the other Party.

21.4 This clause does not prevent a Party from obtaining relief on an urgent basis from a court, pending the decision of the arbitrator.

- 21.5 That arbitration shall be held:
- 21.5.1 at the Arbitration Facilities of the Brooklyn Advocates Chambers in Pretoria;
 - 21.5.2 with only the Parties and their representatives, present thereat;
 - 21.5.3 mutatis mutandis in accordance with the Uniform Rules of the High Court of South Africa ("Rules") and case law relating to such Rules, but subject to the power of the Arbitrator to direct any departure from such Rules in his sole discretion, it being the intention that the arbitration shall be fair and held and concluded as soon as possible. It shall not be necessary for a Party to issue a document to commence proceedings, the notice in 21.3 being deemed to constitute the commencement of arbitration proceedings. Where this Agreement or the Rules are silent on or inappropriate to any aspect of the arbitration (the arbitrator having sole and absolute discretion and power to determine same), then the provisions of the Arbitration Act 42 of 1965 shall be applied. Notwithstanding anything contained in the Rules or the Arbitration Act, the arbitrator shall have a residual and overriding power and discretion on all matters relating to procedure, and shall have the power to issue any binding rules and directions which in his opinion will assist in arriving at a fair and expeditious resolution of the dispute.
- 21.6 The arbitrator shall, if the matter in dispute is principally:
- 21.6.1 a legal matter, be a practising senior counsel of not less than 10 (Ten) years standing;
 - 21.6.2 an accounting matter, be a practising chartered accountant of not less than 10 (Ten) years standing;
 - 21.6.3 any other matter, be an independent person qualified to hear and adjudicate upon such matter and shall be agreed to between the Parties.
- 21.7 Should the Parties fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (Seven) days after arbitration has been demanded, the matter shall be considered to be a legal dispute.
- 21.8 Should the Parties fail to agree upon an arbitrator within 14 (Fourteen) days after the arbitration has been demanded, then the arbitrator shall be the person nominated by the President or Secretary of the Law Society of the Northern Provinces at the request of either Party.
- 21.9 The Parties irrevocably agree and undertake with each other that any award that may be made by the arbitrator :
- 21.9.1 shall be final and binding upon them;
 - 21.9.2 will be carried into effect; and

- 21.9.3 may be made an order of court in the North Gauteng High Court and any other court (in any country) with jurisdiction over the Party against whom the award is given.
- 21.10 This clause is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated or cancelled for any reason.
- 21.11 The dispatch to any Party to this Agreement of a notice in terms of the provisions of clause 21.3 shall constitute the service of a process for the purposes of interruption of prescription in terms of the provisions of Section 15 of the Prescription Act, Act 68 of 1969 or the corresponding provision in any amendment thereto or replacement legislation.

22. BREACH AND TERMINATION OF AGREEMENT, OTHER REMEDIES

- 22.1 Either party may terminate this Agreement by serving the other party prior written notice of termination, under the following circumstances:
- 22.1.1 If the other Party fails, within 14 days after receipt of a written demand requiring any material default or breach of the terms of this Agreement to be remedied, to remedy such default or breach.
- 22.1.2 If the other party is liquidated (provisionally or finally), winds up its business, or becomes subject to business rescue or similar proceedings.
- 22.2 The termination or cancellation of this Agreement for any reason whatsoever shall not affect the operation of any clauses or provisions which, from the context, are intended to survive cancellation or termination.
- 22.3 Termination of this Agreement shall not relieve either Party from any obligation arising or incurred hereunder before the date of effectiveness of such termination.
- 22.4 The above notwithstanding, in the event of termination of the Agreement, LJC shall be entitled to exercise a lien and right of retention over the Aircraft and any Parts supplied to the Client, as security for any payments due by the Client in connection with this Agreement.
- 22.5 In the event that the Client breaches a material provision of any other agreement between such Client and LJC, including any hangarage or lease agreement, then LJC shall be entitled to suspend all Work under this Agreement, or (in its sole discretion) to terminate this Agreement and claim all amounts in respect of which any Work has been performed or which have otherwise accrued (whether or not such amounts are due and payable).

23. PERIOD OF AGREEMENT

- 23.1 This Agreement shall come into effect upon its signature by the parties and shall remain valid for a period of 12 months where after it shall automatically be renewed for a further 12 months, subject to any party terminating by providing the other party 30 days notice of such termination in writing. The following shall apply to such termination on notice:

- 23.2 If such notice is given during the course of execution of any Work by LJC, then the termination date shall be automatically extended until the relevant Work is completed and LJC has been paid in full for such Work.
- 23.3 Notwithstanding the contents of this clause 23, LJC shall be entitled to terminate the Agreement in accordance with clause 22.1 above in the event of non-payment by the Client of any amounts due to LJC in terms of this Agreement.
- 23.4 A Party may not give notice of termination in terms of this clause 23 whilst in material breach of this Agreement.

24. MISCELLANEOUS

24.1 Whole Agreement

This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties. This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof. The parties agree that if this agreement is translated and signed (in counter-part or otherwise) in any other language, and there is any conflict between the English version and the other language version, then the contents of the English version shall prevail.

24.2 Variations to be in Writing

Save as otherwise expressly provided herein, no addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

24.3 Severability

If at any time any of the provisions hereof prove to be or become illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall execute such additional documents as may be required in order to give effect to any provision hereof which is determined to be invalid, illegal or un-enforceable.

24.4 Waiver, Indulgences and Cumulative Rights

No latitude, extension of time or other indulgence which may be given or allowed by a Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice,

strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

24.5 Non-assignment

The Client shall have no right to assign or transfer its rights or obligations hereunder except with the prior written approval of LJC.

24.6 Further Assurances

Each of the parties hereto shall from time to time execute and deliver all such further documents, instruments and further assurances and do or refrain from doing all such further acts and things as the other party may from time to time reasonably require to effectively carry out or better evidence or perfect the true spirit, intent, meaning and purpose of this Agreement.

24.7 No Partnership or Employment

Nothing contained in this Agreement shall mean or imply that LJC or the Client are partners, nor shall the relationship between the Client and LJC or any of its employees, engineers or technicians be construed as an employment relationship of any kind. The Client is an independent contractor of the Client, and no Party shall have any authority to bind the other Party save as expressly set out in this Agreement or a Work Order, or which arises by necessary implication from this Agreement or a Work Order.

25. SIGNATURE

This Agreement and any amendments hereto shall not be valid unless it shall have been executed by a duly authorised representative of LJC and a duly authorized representative of the Client. This Agreement may be signed in counterparts, and two copies of the same Agreement each signed by one of the Parties shall be deemed to constitute a single Agreement signed by both parties simultaneously.

26. COSTS

Each Party shall bear its own costs, fees, expenses and other charges (whether legal or otherwise) incurred in connection with the negotiation, preparation and execution of this Agreement.

SIGNED at _____ on this _____ day of _____ 2017.

on behalf of
LANSERIA JET CENTRE (PTY) LTD
duly authorised thereto
Name : Mr W Nothnagel
Title : Accountable Manager

SIGNED at _____ on this _____ day of _____ 2017.

on behalf of
THE CLIENT
duly authorised thereto
Full Names : **XXXXXXXX**
Company : **XXXXXXXXXXXXXXXX**

EXHIBIT "A" – AIRCRAFT DESCRIPTION

AIRCRAFT				ENGINE 1		ENGINE 2		Engine 3		OTHER APU
Reg No:	Manufacturer:	Model:	Serial No:	Manufacturer:	Serial No:	Manufacturer:	Serial No:	Manufacturer:	Serial No:	Serial No:

INITIAL HERE

EXHIBIT "B" – CONFIRMATION OF DELIVERY/RELEASE
FOR AGREED WORK

CONFIRMATION OF DELIVERY:

Receipt is hereby acknowledged on behalf of Lanseria Jet Centre (Pty) Ltd ("**LJC**") of delivery to it by _____ ("**the Client**") on _____ (date & time - am/pm) of the following Aircraft and associated equipment, in accordance with, and in terms of the Aircraft Maintenance Agreement ("**AMA**") signed between the Client and LJC ("**the Parties**") on _____, 2017.

<i>Aircraft Delivered for Service to Lanseria Jet Centre</i>		
Item	Description	Equipment/Parts : notes
Party:	Client	LJC
Signature:		
Name in Print:		
Date:		

CONFIRMATION OF RELEASE:

It is hereby acknowledged on behalf of **LJC** and **the Client** that the Aircraft and associated equipment specified above has been released in good order by LJC to the Client, in accordance with, and in terms of the AMA, but subject to any rights of LJC in terms of the AMA that accrued prior to Release:

<i>Aircraft (as above) Released to Client</i>		
Party:	Client	LJC
Signature:		
Name in Print:		
Date:		

EXHIBIT "C" – DEFECTS ESTIMATE

Bill To:	Estimate No: 000 - DEFECTS
VAT No:	Invoice No:
CTC:	Invoice Date:
	Your Ref:
	Our Job No:
	Invoice Currency: ZAR/US\$

AMO 1135
 Hangar 201, Gate 7,
 Lanseria International Airport, Lanseria
 PO Box 458, Lanseria, 1748
 Tel No.: +27 (0) 11 659 2150
 Fax No.: +27 (0) 11 659 2151
 Reg.: 2004/002561/07
 VAT No.: 4740253416

Description	Hrs	Labour Rate	Total Labour	Part No	Qty	Unit Price	Subtotal Parts	Subcontractor	Extended Price
Aircraft moves									
<i>Labour:</i>		\$85.00							
<i>Parts:</i>									
<i>Subcontractor:</i>									
<i>Labour:</i>		\$85.00							
<i>Parts:</i>									
<i>Subcontractor:</i>									
Updating of all log books and maintenance tracking system.									
<i>Labour:</i>		\$85.00							
<i>Parts:</i>									

INITIAL HERE

Subcontractor:									
Freight Estimate									
Consumables									
Subtotal									
VAT									
Total									R/US\$

DOWNTIME*

- Days for inspection only, defects will be quoted during the inspection.

Terms and conditions

AIRFRAME MANAGER / CERTIFYING INSPECTOR (SIGN):

This is an estimate on the goods and services named, subject to the terms, conditions and other provisions of the Aircraft Maintenance Agreement ("AMA") entered into between Lanseria Jet Centre (Pty) Ltd ("LJC") and the Client, and the conditions noted below (provided that in the event of any conflict between this document and the AMA then the provisions of the AMA shall prevail):

- Prices are correct at time of quote and are subject to change when work is completed, due to supplier price changes, availability and Rates Of Exchange at invoicing.
- A DEPOSIT of 100% is required for all parts and sub-contractors and 75% of the labour.
- Refundable deposits will be credited at invoicing.
- Freight costs are an estimated amount. Actual costs plus handling will be charged on the final invoice.
- Only parts with valid certifications will be fitted to the aircraft. All customer supplied parts/goods will carry a 10% handling fee on the list price of the part/goods.
- This quotation is valid for 15 days.
- Please indicate your acceptance by signing where applicable and return signed copy to us.
- Only normal working hours are quoted. Where the Client requests the Work to be attended to on an expedited basis LJC may attempt to accommodate the Client (without being bound to do so) provided that overtime rates will be invoiced for Work performed outside of normal working hours at the rates specified in item 1(c) of LJC's standard Schedule of Rates annexed to the AMA.
- Lanseria Jet Centre only allows FAA, EASA and/or SACAA approved AD's and OEM SB's
- If the aircraft is registered with any Civil Aviation Authority that have their own SB'S and AD's the customer will be responsible to advise Lanseria Jet Centre about these SB's and AD's.
- Operator / Customer will supply Lanseria Jet Centre with an approved Aircraft Maintenance Schedule (AMS) before we can performing the maintenance Work.

*The "DOWNTIME" estimate above is calculated in normal working days, and is a guideline only. LJC is not bound to the estimate where an extension of time is reasonably required. The period will be automatically extended for delays not under the direct control of LJC or caused by acts or omissions of persons other than LJC, or as a result of force majeure events. LJC will notify the Client telephonically of delays as a courtesy.

ACCEPTED (SIGN) _____ NAME _____ DATE _____

INITIAL HERE

EXHIBIT "D" – SCHEDULED WORK ESTIMATE

Bill To:	Estimate No: 000 - SCHEDULED MAINTENANCE
VAT No:	Invoice No:
CTC:	Invoice Date:
	Your Ref:
	Our Job No:
	Invoice Currency: ZAR/US\$

AMO 1135
 Hangar 201, Gate 7,
 Lanseria International Airport, Lanseria
 PO Box 458, Lanseria, 1748
 Tel No.: +27 (0) 11 659 2150
 Fax No.: +27 (0) 11 659 2151
 Reg.: 2004/002561/07
 VAT No.: 4740253416

Description	Hrs	Labour Rate	Total Labour	Part No	Qty	Unit Price	Subtotal Parts	Subcontractor	Extended Price
Aircraft moves									
<i>Labour:</i>		\$85.00							
<i>Parts:</i>									
<i>Subcontractor:</i>									
<i>Labour:</i>		\$85.00							
<i>Parts:</i>									
<i>Subcontractor:</i>									
Updating of all log books and maintenance tracking system.									
<i>Labour:</i>		\$85.00							
<i>Parts:</i>									

INITIAL HERE

Subcontractor:									
Freight Estimate									
Consumables									
Subtotal									
VAT									
Total									R/US\$

DOWNTIME*

- Days for inspection only, defects will be quoted during the inspection.

Terms and conditions

AIRFRAME MANAGER / CERTIFYING INSPECTOR (SIGN):

This is an estimate on the goods and services named, subject to the terms, conditions and other provisions of the Aircraft Maintenance Agreement ("AMA") entered into between Lanseria Jet Centre (Pty) Ltd ("LJC") and the Client, and the conditions noted below (provided that in the event of any conflict between this document and the AMA then the provisions of the AMA shall prevail):

- Prices are correct at time of quote and are subject to change when work is completed, due to supplier price changes, availability and Rates Of Exchange at invoicing.
- A DEPOSIT of 100% is required for all parts and sub-contractors and 75% of the labour.
- Refundable deposits will be credited at invoicing.
- Freight costs are an estimated amount. Actual costs plus handling will be charged on the final invoice.
- Only parts with valid certifications will be fitted to the aircraft. All customer supplied parts/goods will carry a 10% handling fee on the list price of the part/goods.
- This quotation is valid for 15 days.
- Please indicate your acceptance by signing where applicable and return signed copy to us.
- Only normal working hours are quoted. Where the Client requests the Work to be attended to on an expedited basis LJC may attempt to accommodate the Client (without being bound to do so) provided that overtime rates will be invoiced for Work performed outside of normal working hours at the rates specified in item 1(c) of LJC's standard Schedule of Rates annexed to the AMA.
- Lanseria Jet Centre only allows FAA, EASA and/or SACAA approved AD's and OEM SB's
- If the aircraft is registered with any Civil Aviation Authority that have their own SB'S and AD's the customer will be responsible to advise Lanseria Jet Centre about these SB's and AD's.
- Operator / Customer will supply Lanseria Jet Centre with an approved Aircraft Maintenance Schedule (AMS) before we can performing the maintenance Work.

*The "DOWNTIME" estimate above is calculated in normal working days, and is a guideline only. LJC is not bound to the estimate where an extension of time is reasonably required. The period will be automatically extended for delays not under the direct control of LJC or caused by acts or omissions of persons other than LJC, or as a result of force majeure events. LJC will notify the Client telephonically of delays as a courtesy.

ACCEPTED (SIGN) _____ NAME _____ DATE _____

INITIAL HERE

EXHIBIT "E" – WARRANTY ESTIMATE

Bill To:	Estimate No: 000 - WARRANTY
VAT No:	Invoice No:
CTC:	Invoice Date:
	Your Ref:
	Our Job No:
	Invoice Currency: ZAR/US\$

AMO 1135
 Hangar 201, Gate 7,
 Lanseria International Airport, Lanseria
 PO Box 458, Lanseria, 1748
 Tel No.: +27 (0) 11 659 2150
 Fax No.: +27 (0) 11 659 2151
 Reg.: 2004/002561/07
 VAT No.: 4740253416

Description	Hrs	Labour Rate	Total Labour	Part No	Qty	Unit Price	Subtotal Parts	Subcontractor	Extended Price
Aircraft moves									
<i>Labour:</i>		\$85.00							
<i>Parts:</i>									
<i>Subcontractor:</i>									
<i>Labour:</i>		\$85.00							
<i>Parts:</i>									
<i>Subcontractor:</i>									
Updating of all log books and maintenance tracking system.									
<i>Labour:</i>		\$85.00							
<i>Parts:</i>									
<i>Subcontractor:</i>									

INITIAL HERE

<i>Freight Estimate</i>									
<i>Consumables</i>									
<i>Subtotal</i>									
<i>VAT</i>									
Total									R/US\$

DOWNTIME* - **Days for inspection only, defects will be quoted during the inspection.**

Terms and conditions

AIRFRAME MANAGER / CERTIFYING INSPECTOR (SIGN):

This is an estimate on the goods and services named, subject to the terms, conditions and other provisions of the Aircraft Maintenance Agreement ("AMA") entered into between Lanseria Jet Centre (Pty) Ltd ("LJC") and the Client, and the conditions noted below (provided that in the event of any conflict between this document and the AMA then the provisions of the AMA shall prevail):

1. Prices are correct at time of quote and are subject to change when work is completed, due to supplier price changes, availability and Rates Of Exchange at invoicing.
2. A DEPOSIT of 100% is required for all parts and sub-contractors and 75% of the labour.
3. Refundable deposits will be credited at invoicing.
4. Freight costs are an estimated amount. Actual costs plus handling will be charged on the final invoice.
5. Only parts with valid certifications will be fitted to the aircraft. All customer supplied parts/goods will carry a 10% handling fee on the list price of the part/goods.
6. This quotation is valid for 15 days.
7. Please indicate your acceptance by signing where applicable and return signed copy to us.
8. Only normal working hours are quoted. Where the Client requests the Work to be attended to on an expedited basis LJC may attempt to accommodate the Client (without being bound to do so) provided that overtime rates will be invoiced for Work performed outside of normal working hours at the rates specified in item 1(c) of LJC's standard Schedule of Rates annexed to the AMA.
9. Lanseria Jet Centre only allows FAA, EASA and/or SACAA approved AD's and OEM SB's
10. If the aircraft is registered with any Civil Aviation Authority that have their own SB'S and AD's the customer will be responsible to advise Lanseria Jet Centre about these SB's and AD's.
11. Operator / Customer will supply Lanseria Jet Centre with an approved Aircraft Maintenance Schedule (AMS) before we can performing the maintenance Work.
12. LJC may amend this estimate in terms of clause 15.11 of the AMA as and when further information contemplated therein becomes available.

**The "DOWNTIME" estimate above is calculated in normal working days, and is a guideline only. LJC is not bound to the estimate where an extension of time is reasonably required. The period will be automatically extended for delays not under the direct control of LJC or caused by acts or omissions of persons other than LJC, or as a result of force majeure events. LJC will notify the Client telephonically of delays as a courtesy.*

ACCEPTED (SIGN) _____ NAME _____ DATE _____

EXHIBIT "F" – WORK VARIATION ORDER



WORK VARIATION ORDER

Job Number: _____ **Aircraft Registration Number:** _____ **Date:** _____

LJC and the Client hereby agree to the following additions or variations to the Work specified in the original _____ Estimate dated _____ (Work Order) in respect of the above Aircraft. The original Work Order shall only be amended to the extent specifically stated below.

Details of Variation		
Item in Original Work Order	Description of Amendment/Addition	Price Adjustment to original Work Order (specify plus or minus)
	ADJUSTED WORK ORDER PRICE:	
Party:	Client	LJC
Signature:		
Name in Print:		
Date:		

EXHIBIT "G" - SCHEDULE OF RATES AND ANCILLARY MATTERS

1. Standard Rates for Work

(These rates and terms shall apply in all cases, unless any specific item is otherwise agreed with the Client in writing and signed by LJC):

a) Man hour rate being **\$85.00** (Eighty Five) plus VAT ("**Normal Rates**"), per man hour or part thereof for LJC personnel engaged in any Work. This rate is subject to change annually.

b) Parts, materials, services and consumables supplied under a Program or similar service agreement with a manufacturer will carry a handling fee of 5%, plus VAT on the OEM's gross charge for the Part ("Program Handling Fees"). If any supplier under a Program or similar service agreement with a manufacturer fails or refuses to supply any parts, materials, services or consumables, then LJC's costs of supplying same from alternative sources, plus a fee equal to the aforesaid Program Handling Fees, will be for the Client's account and payable on request. LJC may require the Client to provide a deposit equal to the total quoted costs, handling fees and applicable Taxes for such parts, materials, services and consumables, prior to arranging the supply thereof. Customer supplied parts will carry a handling fee of 10%, plus VAT on the OEM's list price for the Part. It must be from a reputable/approved company/supplier and have the correct paperwork (8130-3, EASA Form 1 or Certificate of Release) according to LJC's MOE. The supplier will receive and "Supplier audit Questionnaire (LJC VQ – 001)" to complete in order for LJC to assess whether the supplier complies with LJC's MOE. If not the part will be rejected as not fit for use.

c) All work carried out in normal business hours will be charged per person involved at Normal Rates. Work carried out after hours will be charged at Overtime Rates, as reflected in **table 1** below.

Time	Overtime Rate
Weekdays, after 17H00	1.5 x Normal Rate
Weekdays, before 08H00	1.5 x Normal Rate
Saturdays	1.5 x Normal Rate
Sundays	2.0 x Normal Rate
Public holidays	2.0 x Normal Rate

Table 1

d) A call out fee of \$85.00 plus VAT will be charged where any request for Work, Necessary Additional Work, assistance, maintenance or emergency services is received after hours or is required to be performed after hours. In addition to the call-out fee, actual time, per hour or part thereof, will also be charged at the Normal Rates or Overtime Rates specified above, as applicable.

e) Any Work, assistance, maintenance or other services to be performed by LJC away from Lanseria Airport ("Field Services") will be charged for as follows:

- i. The Client shall reimburse LJC for all travel and travel insurance costs incurred, including but not limited to road and air travel costs;
- ii. The Client shall pay LJC an amount equal to any subsistence and travel allowances paid to personnel engaged by LJC for purposes of the Field Services;
- iii. Accommodation costs incurred by LJC shall be paid by the Client on request; and

- iv. The applicable hourly Normal Rates or Overtime Rates, as the case may be.

2. **Standard Handling Fees:**

a) Materials and Parts supplied by LJC for the performance of any Work will be charged to the Client at the purchase price thereof plus a handling fee as set out in **table 2** below (plus VAT thereon) calculated at the total cost of all Materials and Parts supplied by a supplier per invoice:

<i>Value at Cost to LJC</i>	<i>Handling Fee</i>
\$ 0.00 – \$10,000.00	15%
\$ 10,000.01 – \$20,000.00	12%
\$ 20,000.01 and over	10%

Table 2

b) Any subcontracted work and outside services shall be charged to the Client by LJC at the cost thereof to LJC plus a handling fee as set out in **table 3** below (plus VAT thereon) calculated at the total cost of all subcontracted work supplied by a subcontractor per invoice:

<i>Value at Cost to LJC</i>	<i>Handling Fee</i>
R\$0.00 – \$10,000.00	15%
\$ 10,000.01 – \$20,000.00	12%
\$ 20,000.01 and over	10%

Table 3

3. **Fees - Sundry Services:**

- a. _____;
- b. _____;
- c. _____.